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PROCEEDINGS

ARBITRATION

BETWEEN THE

WESTERN RAILROADS

AND THE

BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

AND THE

BROTHERHOOD OF LOCOMOTIVE
FIREMEN AND ENGINEMEN

Submitted to Arbitration, under the Act of July 15, 1913
By Agreement Dated August 3, 1914

CHICAGO, ILLINOIS

Jan. 15-Jan. 27, 1915

Testimony Nos. 28-36

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IN THE MATTER OF THE
 ARBITRATION
between the
 WESTERN RAILWAYS
and
 BROTHERHOOD OF LOCOMOTIVE
 ENGINEERS
and
 BROTHERHOOD OF LOCOMOTIVE FIRE-
 MEN AND ENGINEMEN
*under the Act approved July 15, 1913, by agree-
 ment dated August 3, 1914.*

Chicago, Illinois, January 15, 1915.

Met pursuant to adjournment at 10:05 o'clock A. M.

Present: Arbitrators and parties as before.

G. N. DE GUIRE was recalled for further examination and, having been previously sworn, testified as follows:

Mr. Carter: Mr. DeGuire, last evening, I believe, we had completed the applications for employment. I understand that we have now come to physical applications of applicants for employment. Do we understand that these are two distinct matters?

Mr. DeGuire: Yes, sir.

Mr. Carter: First, they apply for employment as set forth in the first portion of this book.

Mr. DeGuire: And afterwards take the physical examination as required.

Mr. Carter: I believe you explained in general terms what these physical examinations set forth here—or turn to page 28.

Mr. DeGuire: . Yes, sir.

Mr. Carter: I notice you take physical examinations of the Northern Pacific Railway Company. Now, will you go through this and set forth what they do on the Northern Pacific before a man gets a job?

Mr. DeGuire: Well, turning to page 28, you will note that

we have "Circular No. 7 (Revised)," issued by the Northern Pacific Railway Company under date of March 15, 1913.

This circular provides that "All applicants for employment in engine, train or yard service, must undergo the prescribed physical examinations by a company surgeon."

Mr. Carter: Now, do you understand that Circular 7 included employes in other branches of the service, as well?

Mr. DeGuire: I would so understand from the wording of this circular.

Mr. Carter: You misunderstood my question. I say, do you understand that Circular No. 7 would apply to employes in other services than are named here, "engine, train, or yard service"?

Mr. DeGuire: Yes, sir.

Mr. Carter: You have other circulars for telegraph operators and such as that?

Mr. DeGuire: No, sir, I understand that it applies just exactly as it reads.

Mr. Carter: Then I ask you the question, do you understand that Circular No. 7 applies to other than engine, train or yard service?

Mr. DeGuire: I have no knowledge of it applying to other employes.

Mr. Carter: This would indicate, however, that it was a special circular for men in engine, train or yard service?

Mr. DeGuire: Yes.

Mr. Carter: What else does it show?

Mr. DeGuire: It also shows that "Applicants for employment in station, train, engine or yard service, and others whose duties require them to use colored signals, must undergo an examination in color sense, sight and hearing."

Mr. Carter: Would this not indicate that the other employes would not be subjected to such an examination except those who were required to use color signals, and their examination would be limited to color sense, sight and hearing?

Mr. DeGuire: That would be my understanding of the circular.

Mr. Carter: That is your understanding of it?

Mr. DeGuire: Yes, sir.

Mr. Carter: That is, the examination is more severe for men in engine, train and yard service?

Mr. DeGuire: Yes, sir.

Mr. Carter: What does the next paragraph show, 3?

Mr. DeGuire: "Employees in train, engine or yard service, on January 1, 1909, will be required to undergo the prescribed physical examination and examination in color sense, sight and hearing prior to promotion."

Mr. Carter: Would you presume from what knowledge you have of the matter that if a man was able to pass the examination as a locomotive fireman first required, and then during his service as locomotive fireman (probably because of the character of employment) he should develop some physical defect, he would then be denied promotion?

Mr. DeGuire: Well, there are only two cases that I can call to mind, where men failed to pass the physical examination that they were required to take prior to promotion.

Mr. Carter: I am not speaking of the Chicago & North Western. I am speaking of your understanding of the intent of Article 3 of the Northern Pacific application, which says:

"Employees in train, engine or yard service on January 1, 1909, will be required to undergo the prescribed physical examination and examination in color sense, sight and hearing, prior to promotion."

I asked if you understand by this paragraph, that if a fireman who had passed the first physical examination successfully, when it came time for him to be promoted to the position of engineer, it should develop that because of his labors certain physical defects had developed, that he would then probably be denied promotion to the position of engineer; I ask you just simply your understanding of that rule.

Mr. DeGuire: Why, my understanding of it is that he would be required to be in good health or they would not conduct the examination.

Mr. Carter: If he failed to pass the examination for promotion, you would have no idea what they would do with him?

Mr. DeGuire: I haven't any idea what they would do with him.

The Chairman: Mr. Carter, would not one naturally infer

from the reading of that blank, that in a case where an applicant failed, the company would not promote him?

Mr. Carter: Mr. Chairman, that is what I was trying to bring out by the witness, but he does not seem to understand my question.

The Chairman: It occurs to me that the very reading of it would be sufficient for the Board.

Mr. Carter: Mr. DeGuire, do you believe that the denying of promotion to men who have developed these physical defects is necessary because of the severe requirements of the service as an engineer?

Mr. DeGuire: Yes, sir.

Mr. Carter: You do not protest against a company refusing to promote a fireman who has developed these defects while he was firing, do you?

Mr. DeGuire: No, sir.

Mr. Carter: It is simply a burden that is placed upon locomotive firemen, is that not true?

Mr. DeGuire: That is true.

Mr. Carter: Do you believe that having that burden to bear, that while he was firing he should receive a rate of wages commensurate, not only with his duties, but the danger of loss of employment because of physical defects?

Mr. DeGuire: I believe that that should be given consideration in establishing rates of pay for these men.

Mr. Carter: Now, turn to number 4.

Mr. DeGuire: "4. All employes in station, train, engine or yard service, and others whose duties require them to use colored signals, will be required to undergo a re-examination in color sense, sight and hearing, by a company surgeon *every four years.*"

Mr. Carter: I note in the book you have "Every four years" underscored. Was that in the original circular?

Mr. DeGuire: Yes, sir.

Mr. Carter: That would have the same effect as though a man was not promoted, would it not?

Mr. DeGuire: It would have the same effect.

Mr. Carter: What does 5 show?

Mr. DeGuire: 5 shows that "No one will be permitted to enter the employ of the company in train, engine or yard service whose vision is so impaired as to require the use of glasses."

Mr. Carter: Let us presume that a man, with the use of glasses, had perfect vision: don't you believe he could successfully perform the services prescribed there?

Mr. DeGuire: Why, I believe that he could.

Mr. Carter: Have you anything else to read that you think should be called to the Board's attention?

Mr. DeGuire: The following paragraph shows that they do make some distinction relative to the use of glasses. It reads as follows:

"Employees in service January 1, 1909, whose vision thereafter becomes so impaired as to require the use of glasses, will be permitted to remain in service until their vision becomes so impaired as to be unsafe even with the aid of glasses, but such employees will only be eligible for promotion to the position of engineer or conductor with the approval of the General Superintendent of the district upon which the employees are engaged."

Mr. Carter: From your observation, isn't the use of glasses almost necessary for all persons as they approach the age of 45 or 50 years?

Mr. DeGuire: Yes, sir.

Mr. Carter: Do you believe that an engineer who has been promoted, we will say, at the age of 30 or 35 years, and who has served the railroad faithfully, without any demerits, should have his employment jeopardized because nature makes it necessary for him to wear glasses when he becomes 45 or 50 years of age?

Mr. DeGuire: No, sir.

Mr. Carter: If an engineer is thus deprived of the opportunity to serve as an engineer during perhaps the best period of his life, by nature's defect, don't you think that he should receive a compensation, while he is able to run an engine, that would provide for him when nature prevents him from running an engine?

Mr. DeGuire: I certainly do.

Mr. Carter: What else have you?

Mr. DeGuire: Under Section 8 it states:

"Applicants for positions only requiring visual examination will pay a fee of \$1.00 for such examination. Applicants for positions requiring both physical and visual examination

will pay \$2.00 for such examination. If the examination of applicants is approved by the Chief Surgeon, the amount of the examination fee will be deducted from the first month's pay. If the application is not approved, the examination fee will be paid by the Railway Company. All other examination fees will be paid by the Railway Company."

Mr. Carter: You don't know whether that is in addition to the other fee or not, do you?

Mr. DeGuire: What other fee do you refer to?

Mr. Carter: The fee that has to be provided in the application, the one he agrees to pay.

Mr. DeGuire: The fee provided in the application is similar to this.

Mr. Carter: The provision in the application is that he will pay this fee?

Mr. DeGuire: Yes, sir.

Mr. Carter: What have we on pages 30, 31, 32, 33 and 34—the remaining portion of the examination?

Mr. DeGuire: The remaining portion of this examination in effect on the Northern Pacific Railroad.

Mr. Carter: As briefly as you can, set forth the principal points brought out in this surgeon's examination.

Mr. DeGuire: On pages 30 and 31 you will find a form that the applicant must follow out, giving his physical condition. This is filled out in the presence of the examining surgeon, who will act as a witness for the application.

Mr. Carter: Questions Nos. 1 to—

Mr. DeGuire: One to and including ten.

Mr. Carter: One to five is family history, is it not?

Mr. DeGuire: Yes, sir.

Mr. Carter: And six to ten?

Mr. DeGuire: Are the physical questions that he is required to answer.

Mr. Carter: And there is a certificate of the accuracy of his answers?

Mr. DeGuire: At the bottom of the page. Also, "In consideration of my employment by said company, I further agree that whenever I shall sustain any personal injury while in the service of said company, I will allow its surgeons, and any medical examiners it may select, to examine my person and body as often

as the company may deem necessary in respect to the alleged injury, and I hereby waive all objections to such surgeons or medical examiners testifying whenever called upon by the company, and I further agree that my refusal to allow any such examination to be made or testimony to be given shall be a bar to the institution or prosecution of any action on account of such injuries, and any action pending at the time of such refusal shall at once abate in consequence thereof."

Mr. Carter: That particular agreement refers to the physical examination because of a lawsuit—don't you think it would reach back to the other examinations provided in the other part of the circular, also, that he agrees that he shall be examined every four years, and so on?

Mr. DeGuire: I should think so.

Mr. Carter: What do you have on page 32?

Mr. DeGuire: On pages 32 and 33 you find another portion of the form that is filled out by the examining surgeon. You will note question 1 requires the name of the applicant.

Mr. Carter: Without going into the detail, show in general what it shows?

Mr. DeGuire: Well, questions 1 and 3—1 requires a description of the applicant, and 3, the general development; 6, the chest measure; 7, the abdominal measure; 8 requires hands and arms —

Mr. Carter: Eight to 17 requires the recording of all defects of the matters set forth there?

Mr. DeGuire: Eighteen covers an examination of the heart.

The Chairman: Mr. Carter, I do not want to unduly rush this matter, or curtail the evidence in any way; but could he not point out specifically any unreasonable requirement, or any requirement which might add to the burdens, which we may consider in arriving at the wages that the firemen would be entitled to, and thus get along a little faster?

Mr. Carter: Our purpose in emphasizing this examination, is to show that it is even more severe than any insurance company requires, or that the United States Government requires. We would want to show that a locomotive fireman must be a man perhaps physically superior to any other class of men on earth.

The Chairman: It seems to me that it goes without saying,

that a high standard is required of the men, and there might be an agreement as between the parties to that effect.

Mr. Carter: We should be glad to have that agreement.

The Chairman: That they are required to take a rigid examination when entering the service.

Mr. Sheean: There isn't the slightest question about that, but the routine adopted by different roads is somewhat different. There is no question but that the railroad companies in the Western territory make every effort to have men sound, mentally and physically, and to ascertain also as to their honesty and ability, so far as they can.

Mr. Carter: That is satisfactory to us, with the understanding that our contention that the physical ability of the locomotive fireman entering the service of Western railroads must be superior to that of men entering the service of any other industry.

The Chairman: I think I may be safe in saying that the Board will assume that it is A-No. 1 and has to be.

Mr. Carter: Will you please turn to page 39. Is it not true that the synopses of forms of medical examinations of applicants for employment on other Western railroads, that they do not vary greatly on the different railroads?

Mr. DeGuire: Yes, sir.

Mr. Carter: Some are very severe and others are not so severe?

Mr. DeGuire: Some are very severe. Some are not. In fact, the Milwaukee Road, I understand, does not require any physical examination.

Mr. Carter: We have three pages devoted to the physical examinations required prior to promotion.

Mr. DeGuire: It is reports that we have received on the members of the Brotherhood of Locomotive Firemen and Enginemen, and general chairmen on Western roads.

Mr. Carter: Isn't it a fact that these replies are very incomplete. For instance, the first reply, from the Atchison, Topeka & Santa Fe (Eastern and Western Lines), which simply says "Must pass a rigid examination as to color sense and hearing; also strict physical examination," and that the replies by other correspondents give different replies; would you consider a very brief reply to mean that there was a very mild examina-

tion on that road, or simply that the correspondent did not go into the subject very deeply?

Mr. DeGuire: My understanding would be that that answer would vary, due to the fact that one man might give you a detailed explanation, and the other man might just say, "An examination is required."

Mr. Carter: That is all.

The Chairman: Anything further, Mr. Carter?

Mr. Carter: That is all.

The Chairman: The witness is with you, Mr. Sheean.

CROSS EXAMINATION.

Mr. Sheean: Mr. DeGuire, will you turn to page 5 of your exhibit, please? Do you know how long a form in substantially this form that you have set out here has been in use by the Santa Fe Railway Company?

Mr. DeGuire: I have no knowledge as to the length of time it has been in use.

Mr. Sheean: Do you know of any complaint by any of the Santa Fe employes as to the use of any particular form during all of this time?

Mr. DeGuire: No, sir.

Mr. Sheean: Do you know of any change that has been made in that respect at all since the last Concerted Wage Movement of 1910?

Mr. DeGuire: I have made no investigation to ascertain if there has been any change.

Mr. Sheean: As shown on page 5, the same form of application blank is used not only by firemen and engineers but also by all persons seeking employment as agents, operators, station baggagemen, engineers, firemen, engine despatchers, conductors, brakemen, train baggagemen, yardmasters, assistant yardmasters, switchmen, switch tenders, signal men, tower men, yard flagmen, bridge tenders, flagmen, gatemen, section foremen, railroad crossing flagmen, bridge foremen, watchmen (and such other employes as may be designated by the division superintendent or master mechanic), is it not?

Mr. DeGuire: That is true.

Mr. Sheean: So that with respect to all of the things that you have called attention to here upon direct examination, with

reference to this standard blank, whatever criticism or objection you may have to it is applicable to all employes, practically, of the Santa Fe Railway Company?

Mr. DeGuire: Well, I don't know whether or not they assume the same attitude relative to tracing these other men as they do toward men entering engine service.

Mr. Sheean: And what personal knowledge have you as to any difference in practice between enginemen, trainmen, or those in any other class of service?

Mr. DeGuire: Being an engineman, my experience and my knowledge extend practically only to that class of service.

Mr. Sheean: And what, if any, personal knowledge have you had with reference to the Santa Fe?

Mr. DeGuire: Nothing, only the investigation I made of this blank.

Mr. Sheean: Of this blank?

Mr. DeGuire: Of this blank.

Mr. Sheean: And, so far as the blank enables you to judge, the blank is applicable in like manner to all the classes of employes that it purports to be applicable to?

Mr. DeGuire: So far as I know.

Mr. Sheean: Turning to page 7, where you called attention to a provision at the bottom of page 7, is it the attitude of the organization for whom you are speaking, that railroad companies should not inquire as to the personal character of people who seek employment with them?

Mr. DeGuire: As I understand the matter, we believe that if a man is dismissed from service for some violation of rule, or for some act, that that dismissal should close that case. He has paid the penalty, and therefore we do not believe he should be traced and prevented from obtaining future employment.

Mr. Sheean: Will you read the question, please?

(Preceding question repeated by the reporter.)

Mr. DeGuire: No, sir.

Mr. Sheean: Is it the attitude of the organization for whom you speak that inquiry should not be made of applicants for employment as to the qualifications of the applicant for the position?

Mr. DeGuire: No, sir.

Mr. Sheean: Is it the attitude of your organization that

railroad companies should be prohibited from making inquiry as to the reason why any employe was discharged by another company?

Mr. DeGuire: If that reason is to be used to keep him out of employment, I do not believe they should make that investigation.

Mr. Sheean: Is it your attitude that an applicant or a railroad man dismissed from one railroad company for continuous and persistent violation of Rule G could properly be received and kept in a position where he might endanger the life and limbs of other people on another railroad?

Mr. DeGuire: No, sir, I do not believe he should receive employment.

Mr. Sheean: Then what qualification or exception do you make in the form shown in the blank here, on which it is said that authority is given to make inquiry as to "the reason why I was discharged?" Is it proper to ascertain some of the reasons and not other of the reasons?

Mr. DeGuire: It is proper to ascertain all of the reasons.

Mr. Sheean: The blank as given authorizes inquiry to be made in certain specified particulars; first, as to personal character. As to that, you say it is proper that inquiry should be made?

Mr. DeGuire: As to the personal character of the man, I believe that it is all right.

Mr. Sheean: Also as to qualifications for the position? Is that all right?

Mr. DeGuire: Yes.

Mr. Sheean: Also as to the reasons why the applicant was discharged. Is that all right?

Mr. DeGuire: If it was used properly, it might be.

Mr. Sheean: Then the assault or criticism is not upon the form here but upon the honesty of the person who makes the inquiry in each case?

Mr. DeGuire: Well, the form is what brings about the disease.

Mr. Sheean: Well, as to the form, Mr. DeGuire, you say it is proper in certain cases to make inquiry as to the reasons for discharge. In what respect would you modify or amend the form?

Mr. DeGuire: Without making a study of the form, I would not care to answer that offhand.

Mr. Sheean: But you do admit that a railroad company, charged with the responsibility of having men fit for service, is under the duty and obligation of making inquiry as to whether or not the person making application has been discharged for reasons that render him unfit to be a safe and prudent railroad man?

Mr. DeGuire: I believe that he should be a safe and prudent railroad man.

Mr. Sheean: Well, do you admit it is proper that a railroad official be permitted to make inquiry as to the cause of discharge, whether in railroad or any other service?

Mr. DeGuire: If it is used properly, that investigation would be all right.

Mr. Sheean: Well, the form then and the authority given by the form is all right?

Mr. DeGuire: If you will note on the form, the waiver that the man is required to sign would allow his former employers to give any sort of information, whether it be true or not true, and he could have no recourse.

Mr. Sheean: Let me ascertain, Mr. DeGuire, whether you have any constructive suggestion here to make as to the limitation that should be placed upon railroad companies in making inquiry as to the cause for the discharge or quitting the service of an applicant?

Mr. DeGuire: I have none to offer.

Mr. Sheean: None to offer?

Mr. DeGuire: No.

Mr. Sheean: Then the form of authority as given on page 7, if honestly lived up to, is all right?

Mr. DeGuire: I do not agree that it is all right.

Mr. Sheean: But you can make no specific criticism or limitation of the authority as given?

Mr. DeGuire: The waiver, especially on page 7, is something that I do not believe any applicant should be required to sign.

Mr. Sheean: Well, on page 7, Mr. DeGuire, the form is as follows:

"In order that the Railway Company of which I am making

application for employment may be fully informed as to my personal character and my qualifications for the position for which I have made application, I refer to each of my former employers—”

Is there any objection to it that far?

Mr. DeGuire: No, sir.

Mr. Sheean (continuing): “and request and authorize each of the companies for whom I have worked to give the above named Company all the information they may be in possession of, whether shown by my personal record or otherwise, as to my personal character.”

Is there any objection to ascertaining the information as to personal character?

Mr. DeGuire: No, sir.

Mr. Sheean: “And also my qualifications for the position.”

Any objection to ascertaining qualifications for positions?

Mr. DeGuire: No, sir.

Mr. Sheean: “For the position I have herein applied for, and the reason I was discharged.”

Is it your position, or the position of those for whom you are speaking, that it is objectionable to make inquiry as to the cause or reason for discharge from previous employment?

Mr. DeGuire: We do not object, as I understand it, to ascertaining the reasons why he was discharged; but we do object to having him held out of service after he has paid the penalty and is a fit man for employment.

Mr. Sheean: I was talking now of the form in which you authorize inquiry to be made as to “The reason why I was discharged.” Do you object to that inquiry being made?

Mr. DeGuire: No, sir.

Mr. Sheean: Or to the inquiry, “Or quit service upon any inquiry that may be made of them, or either of them, by said Railway Company.” Is there any objection as to that?

Mr. DeGuire: Not if it is used properly.

Mr. Sheean: Then, Mr. DeGuire, as I suggested a moment ago, the criticism, if any criticism you have to make, is upon the honest living up to this application, rather than to any impropriety in the form of the application itself?

Mr. DeGuire: As I said, the application is what causes

the disease; if it was not for the application, they could not do the things that they do?

Mr. Sheean: Mr. DeGuire, just to make perfectly clear, or to reach an understanding if we can, and talking now of page 7, is it your position that in order to cure the disease of which you speak, that a public service corporation, a railroad company, should be prohibited or limited in making inquiry of previous employers, as to the cause, either of discharge or of quitting the previous service.

Mr. DeGuire: I believe the investigation as outlined on page 7 would not be so bad, if it was used properly.

Mr. Sheean: Have you any criticism or suggestion to make as to any limitation in the inquiry that should be made by a prospective employer, as to either the cause of discharge, or cause of quitting the service in which he last worked?

Mr. DeGuire: As I said before, at the present time I have no suggestions to offer.

Mr. Sheean: Have you any criticism to offer of the form of this authority, whereby the railroad company is permitted to make inquiry as to the cause of discharge or quitting the service of any former employer?

Mr. DeGuire: The form, after it is filled out, is used by the railroad company; they secure the information they require on this form, and then they call the man in and tell him his past references are not what they should be, and he is let out of the service. He has no recourse to try to show them that it is not true.

Mr. Sheean: Have you any objection to inquiry being made either as to the cause of discharge, or the cause of quitting previous service?

Mr. DeGuire: Not if it is used properly.

Mr. Sheean: Not if it is used properly?

Mr. DeGuire: No, sir.

Mr. Sheean: Then this part on page 7 is perfectly proper, is it?

Mr. DeGuire: As I said before, I do not believe that a man should be required to sign a waiver that would prevent him from any recourse, in the event that truthful statements are not given.

Mr. Sheean: Is it your position that a railroad man should

be in any different or other attitude in that respect, than persons following some other walk in life?

Mr. DeGuire: Well, there are very few persons that I know of, that have any such examination or application blanks to fill out, as this is.

Mr. Sheean: In case of an application for employment by a bank, and in case references are given, and in case the applicant is informed that his references, or the replies to his references are unsatisfactory, do you know of any further proceeding on the part either of that applicant or the person with whom he is seeking employment, other than the statement that his references have proved unsatisfactory?

Mr. DeGuire: Having made no investigation as to banking employes, I would not be able to answer.

Mr. Sheean: I am not limiting you to that, but only as an illustration. Do you know of any walk in life, in which a person seeking employment and giving references, is placed on any different basis than those in railroad service, who may be advised that the references which they have given, have proven to be unsatisfactory?

Mr. DeGuire: Well, I know of no other blank in use, where a waiver is attached to it such as is set forth here.

Mr. Sheean: You mean the waiver on page 7?

Mr. DeGuire: Yes.

Mr. Sheean: Just point out the part of that sentence that you look upon as a waiver?

Mr. DeGuire: Well, it gives authority to these companies to answer and give any and all information in their possession, whatsoever, and to show his personal record or otherwise, as to his personal character and his qualifications for the position he has applied for. As I said, if they don't give something that is true, what recourse has the man got under that waiver?

Mr. Sheean: What recourse would a man have in giving a reference to any one for whom he had formerly worked, and permitting the person to whom this reference is given, to give any and all information that he may have as to personal character, qualifications and reason for being discharged or quitting the service of the former employer?

Mr. DeGuire: If his past employer gave an untruthful statement, I believe he could go into the courts and recover.

Mr. Sheean: Is there anything about this clause on page 7 that would prevent your doing that in this case?

Mr. DeGuire: I would think so, because a man would not have any recourse because he told these people they could give this.

Mr. Sheean: Mr. DeGuire, is there anything here that authorizes a person to whom a reference is given, to make any false or libelous statements?

Mr. DeGuire: Absolutely, there is not, but how is the employer or the applicant going to know whether he does or not?

Mr. Sheean: I think we can pass this in just a moment, then. There is no objection, as I understand you, upon the part of your organization, to any railroad company making inquiry and truthfully ascertaining any fact which will give information, either as to the personal character, or the qualifications of the applicant for the position.

Mr. DeGuire: There is none.

Mr. Sheean: There is no objection to making any inquiries and truthfully ascertaining the reason, either for discharge or quitting the service?

Mr. DeGuire: There is none that I know of.

Mr. Sheean: So that, if in fact, the employer in good faith makes inquiry, and the person furnishing the information makes truthful response, there is no objection to this part of the blank?

Mr. DeGuire: No, providing the information received is properly used.

Mr. Sheean: Well, if the information is truthful information, what limitation do you place upon its proper use?

Mr. DeGuire: If the information is truthful, I do not place any limitation, other than as I said before, that I believed if a man was discharged for some mistake other than drinking, and he has paid the penalty on some railroad, that should not be used to prevent him from earning his daily bread on some other railroad.

Mr. Sheean: But you do recognize the fact, do you not, that railroad companies are held liable or responsible for injuries, where a long continued course of conduct has shown that certain persons are habitually involved in accidents?

Mr. DeGuire: A man that is habitually involved in accidents should not be a railroad man.

Mr. Sheean: Yes, and if in fact he has been so unfortunate

as to have been involved in a great number of accidents, there is no objection to the railroad company seeking that information, knowing what the facts are.

Mr. DeGuire: That is true.

Mr. Sheean: Then you have no objection, either from his service record or otherwise, in giving truthful information as to either the cause of his discharge, or the cause of his quitting the service?

Mr. DeGuire: Truthful information should not keep him out of employment.

Mr. Sheean: Well, you have no objection to the company receiving truthful information?

Mr. DeGuire: No, sir.

Mr. Sheean: Covering all of the facts?

Mr. DeGuire: No, sir.

Mr. Sheean: Both as to his record, and the cause of his quitting the service, or being discharged?

Mr. DeGuire: No, sir.

Mr. Sheean: At page 16—

Mr. Shea: Before leaving that section I want to ask a question.

Mr. Sheean: All right.

Mr. Shea: Mr. DeGuire, I notice this paragraph provides the following in part:

“The reason why I was discharged or quit service.”

Supposing, on a certain railroad, the locomotive firemen, through their organization, carried on a wage movement to the extent that the men were compelled to strike. It would be assumed they quit the service of that railroad, would it not?

Mr. DeGuire: Yes, sir.

Mr. Shea: And their re-employment in that service would depend on whether they were successful in their strike or not, would it not?

Mr. DeGuire: It would.

Mr. Shea: Now, supposing they were unsuccessful, and these men applied for a position in other railroad service, and when their reference was required from the road on which they struck, it showed that they did quit on account of a strike, and were then discharged, that is your criticism of this paragraph. is it not?

Mr. DeGuire: That is the absolute criticism of that paragraph.

Mr. Shea: Then that could be used in the event of striking employes seeking employment on other railroads?

Mr. DeGuire: Yes, sir.

Mr. Sheean: Then, Mr. DeGuire, it is your position, is it, that if the cause, either of quitting or being discharged, was because the men, through disagreement with the management, went on a strike, that that information should never be made public to any other employer, or prospective employer?

Mr. DeGuire: I do not believe that information would be necessary or essential to judge his qualifications.

Mr. Sheean: Is it the position of the organization for whom you are speaking, that if and when the reason, either for quitting the service, or for being discharged, is because of difficulties culminating in a strike, that that information should never be made known?

Mr. DeGuire: I do not believe that it should be made known.

Mr. Sheean: Then, if and when your idea is adopted, this form of application will be limited, "And the reason why I was discharged or quit service," so that the prospective employer shall not be advised, if and when the cause of quitting service, or the cause of discharge, was because of strike?

Mr. DeGuire: Well, that would make an improvement in the blank.

Mr. Sheean: Yes, and it would make it impossible to give any information whatever, as to the cause of terminating the service, in case it terminated through a strike?

Mr. DeGuire: Well, if his service did not terminate through something that would make him unfit for railroad service, I don't see why the reference would be necessary.

Mr. Sheean: Now, Mr. DeGuire—

The Chairman: Mr. Sheean, I would like to ask a question for my own information.

Mr. Sheean: Yes.

The Chairman: Do you desire the Board to infer, Mr. DeGuire, that it is the practice of the railroads, generally, to put those who may quit by reason of a strike in a black list, and in the future refuse to employ them on other roads?

Mr. DeGuire: Mr. Chairman, that has been done.

The Chairman: I wanted to know as to your idea concerning that.

Mr. Stone: Mr. Chairman, I would like to add that if it is necessary we can put on witnesses for the next two weeks to prove that, if it is necessary, men have tramped this country until they became tramps, looking for a job, because their reference was not good. If it is desired by this Board we can flood you with it.

The Chairman: I do not deem it necessary to go into that, but I wanted to get the theory upon which this testimony was offered. As I understand you, you are describing a condition which you say is very onerous upon these men, on account of these requirements. That is the purpose for which you offer it?

Mr. Carter: Mr. Chairman, in corroboration of the opinion just expressed by this witness, I would say that we have a witness in this room who was guilty of leaving the service on account of a strike, and he tramped the country for years without being able to work for any railroad. He had to take any class of employment. Now, that is the penalty for quitting, and that is what they want to know in this application blank.

Mr. Shea: The real purpose in bringing up this question is a criticism on the part of the organization where they refer to a man's previous record on account of quitting the service in the event of a strike and that was used to prevent him getting employment in some other railroad service.

The Chairman: Now, just how would a railroad prepare its questions in order to ascertain the fitness of the men, so as to avoid the difficulty which you gentlemen suggest? Of course, that is not a practical question here, because we are not called upon to settle that question.

Mr. Stone: I think it is a practical question, for this reason, that the fitness of a man for the place is proven by his passing an examination when he makes application for employment, and he is subject to a rigid examination as to his qualifications as an engineer and his fitness for the place and his general intelligence and observance of rules.

Mr. Sheean: If a person was discharged for habitual violation of Rule G, do you object to that information being given?

Mr. Stone: If it is necessary I will be very glad to take

the witness stand and say exactly what we object to. So far as we are concerned, you cannot go too strong for me on Rule G.

The Chairman: We are all in favor of that.

Mr. Stone: I would like to see it applied to officials as well as employes in train service. I do not think there should be any distinction between the two.

Mr. Sheean: I want to ascertain, in keeping with the suggestion made by the Chairman, if I can, Mr. DeGuire, as to what, if any, limitation you would place upon the last line of this page 7. The railroad company seeking to ascertain why the applicant was discharged or quit service, you say they should have the information if the cause of quitting the service or if the cause of discharge was certain named things; but they should not have the information if the cause of either of quitting or discharge was a particular named thing. Is the solution that you suggest for that to debar them from making any inquiry either as to the cause of quitting or discharge?

Mr. DeGuire: When a man makes application for employment he is thoroughly examined by the employing officer, and that man, if he is competent, can judge whether or not this man is fit for the position he is seeking. He is examined thoroughly on train rules, air brakes, machinery, and all those things that a man must have knowledge of to become a good engineer. Now, the only thing I can see he could be interested in knowing, outside of that, was whether or not this man was a sober man and would not allow liquor to interfere with his work.

Mr. Sheean: Suppose, in the case of the agent here who makes out this same blank, that he had lost his previous position through dishonesty and had been convicted of a crime in the courts, do you think that the railroad company should be debarred from ascertaining that fact?

Mr. DeGuire: Well, I am not discussing this blank from the agent's viewpoint. Enginemen handle no money, you know.

Mr. Sheean: Do you think the enginemen should be put upon a different basis, in regard to the form of their application, from the station men?

Mr. DeGuire: So far as referring to handling money is concerned, yes, because they handle no finances.

Mr. Sheean: I was not talking about the finances. I was asking about the form of application that the engineers and

firemen should make; whether it should be a different form of application from that of other employes?

Mr. DeGuire: Why, I would think so. I should think that a blank that would cover all employes would require information from certain employes that was not necessary.

Mr. Sheean: Then, do I understand that there is objection, as you understand it, to permitting the railroad companies, as to enginemen, making any inquiry either as to the cause of quitting or of being discharged from previous service?

Mr. DeGuire: I have said that the employing officer would be able to judge of the man's fitness, outside of the violation of Rule G. I do believe they ought to make a thorough investigation as to his use of liquor.

Mr. Sheean: Mr. DeGuire, I want to ascertain, if possible, just how, in practice, you can make inquiries as to the cause either of quitting or being discharged from service, and yet, at the same time, say that if that cause was a certain specific thing, then we cannot give the information—would not that operate in precisely the same way as making no inquiry at all, a reply that would say that we cannot, under the rules, state it, would have a worse effect than this, would it not?

Mr. DeGuire: I believe the blank could be so modified as to call for information relative to Rule G and not seek information on other lines.

Mr. Sheean: Then, the only information, as I understand your position now, that a railroad company could justifiably ask as to the cause of either quitting the service or being discharged from previous service, is whether that was due to the excessive use of intoxicants?

Mr. DeGuire: That is really the only thing that they ought to have to ask, if their employing officer is a man who is able to judge and can examine a man as to his fitness for the position.

Mr. Sheean: You would limit it in that respect to that one thing?

Mr. DeGuire: That should give them all the information that they would need.

Mr. Sheean: Well, you think no inquiry then could properly or should properly be made into the number of wrecks in which a person may have been involved in operating an engine?

Mr. DeGuire: As I said before, any fair investigation, I

do not believe would be opposed by the Brotherhoods or be opposed by the men in engine service.

Mr. Sheean: Well, is it your attitude, Mr. DeGuire, that a person who is both mentally and physically fit to perform the duties of an engineer, but whose record shows that he is in fact habitually careless, should be placed upon the same basis, in seeking employment, as one who is equally physically and equally mentally fit, but who has a perfect record as to carefulness also?

Mr. DeGuire: My experience compels me to believe that a man is not a habitual offender as to wrecks; once in a wreck he usually avoids the second one.

Mr. Sheean: Then it is your position that the record of a person in other railroad service as to having or not having been involved in violations of rules, should not be inquired into, save and except, only, the violation of the intoxicating liquor rule?

Mr. DeGuire: I do not believe that you will find, if you go into the records, that a man's record will show what you believe it shows.

Mr. Sheean: Well, is there any objection, Mr. DeGuire, to permitting a railroad company to ascertain and inquire what the record is?

Mr. DeGuire: As I said before, the employing officer should be able to judge that when he employs the man.

Mr. Sheean: Independently of his past record?

Mr. DeGuire: So far as violation of Rule G is concerned, I believe my position is clear.

Mr. Sheean: Yes, I think it is, that you are willing there should be here the authority given to inquire as to the use of intoxicants?

Mr. DeGuire: Yes.

Mr. Sheean: Are you willing that they should make any other inquiry in any other respect than simply as to use of intoxicants?

Mr. DeGuire: I said I did not believe any fair investigation would have anything but the approval of the Brotherhood.

Mr. Sheean: Can you suggest just what the fair limitation and scope of the inquiry would be?

Mr. DeGuire: I would hesitate to try to revise this blank without giving it some consideration.

Mr. Sheean: And the one point, and only point, that you

make is that no inquiry should be made as to whether or not the cause of quitting their service or being discharged from service was due to a disagreement that resulted in a strike?

Mr. DeGuire: I do not believe they should have that information.

Mr. Sheean: Should not have that information. Now, can you suggest how the other information, which you say is proper, could be obtained on any form of query that would exclude answers as to that particular thing?

Mr. DeGuire: As I said before, I would hesitate to revise this blank without giving it some consideration.

Mr. Sheean: There is no objection to the giving of the names of three responsible persons, is there, on the part of your Brotherhood?

Mr. DeGuire: What page?

Mr. Sheean: Page 15, I note "one" in the application there.

Mr. DeGuire: Well, the three additional references will require eight in all that he is required to give.

Mr. Sheean: What are the eight?

Mr. DeGuire: Back here on the other page we were speaking of, you will note it requires five references.

Mr. Sheean: Do you mean on page 15, that the Milwaukee requires references to eight people? "The names of three responsible persons are required for references as to character and ability of the applicant."

Mr. DeGuire: As I said yesterday, the Chicago, Milwaukee & St. Paul blank was possibly the fairest blank there is in use on western railroads today.

Mr. Sheean: Well, my question was, whether there was any objection on the part of the Brotherhood to the giving of the names of three responsible persons for reference as to character and ability?

Mr. DeGuire: The same thing would apply to the Milwaukee blank that we have applied to the Atchison, Topeka & Santa Fe.

Mr. Sheean: I am trying to ascertain whether you are objecting to giving the names of three responsible persons.

The Chairman: That is a question that can be answered yes or no, and then you can make any explanation desired. In

that way we can get along better. When the question can be answered yes or no, answer it as you see it, and then make any explanation you deem necessary. In that way we will proceed faster.

Mr. DeGuire: Thank you, Mr. Chairman.

No, providing they did not require information that we have objection to.

Mr. Sheean: Well, you give the names of the persons as references?

Mr. DeGuire: Yes.

Mr. Sheean: And, practically, how would it be accomplished, giving the names of three responsible persons as references, and then limiting the inquiry that might be made of them?

Mr. DeGuire: Again you ask me to revise the blank.

Mr. Sheean: No, not the blank. I am trying to find out, in practice, if you give three names as references, that those persons should be advised in some way that their information should cover a certain field but not a certain other field. Supposing you and I here, Mr. DeGuire, were trying to iron this thing out. Now, assuming that we both wanted honestly to administer it, and you said a little while ago that if honestly carried out there was not any practical objection to certain things.

Mr. DeGuire: That is true.

Mr. Sheean: Now, we are trying to work out a fair form.

You have no objection to giving me references to three responsible people, if I was in the position of employer. Now, just what limitation—in what way would we get at that? You give me the names of the people, but say that I may ask them certain things and not other things. How could we practically work out anything along that line?

Mr. DeGuire: Well, I am not in a position to say how it could be worked out.

Mr. Sheean: That same answer you would make as to the various provisions of the different roads here that refer to the giving of the names and addresses of business men, permitting the business men to give any and all information requested by the railroad?

Mr. DeGuire: Yes, sir.

Mr. Sheean: You think there ought to be some limitation on the information that those business men could give?

Mr. DeGuire: I do. If it is due to the fact that the man has left the situation relative to strikes, etc.

Mr. Sheean: But you cannot conceive of just the manner in which you could work out the giving of authority to make inquiry of those men, and yet limit the scope of the inquiry, without at the same time bringing out, perhaps, the very information that you think ought not to be brought out?

Mr. DeGuire: Well, I would dislike very much to attempt to do that offhand.

Mr. Sheean: But some method of reference, so that in some way you can get some line upon the previous history, is absolutely essential for the purpose of protection, not only of the public, but of the fellow employes of a new applicant, is it not?

Mr. DeGuire: Yes, I believe certain information should be conveyed to the railroad company.

Mr. Sheean: By way of reference as to what the man did and who he was, and where he worked in former times, and what the former employers or the business men in a general way knew about him?

Mr. DeGuire: I have covered that carefully.

Mr. Sheean: Well, do you mean, Mr. DeGuire, that some information along that line is absolutely necessary for the proper and prudent operation of railroads, do you not?

Mr. DeGuire: Some information is necessary.

Mr. Sheean: And you have no constructive suggestion as to just the form of limitation that would be placed upon the reference either to former employers or business men?

Mr. DeGuire: No, I have none to offer.

Mr. Sheean: Now, at page 27, I notice in your summary there that you speak of applicants being required to pass a very rigid physical examination relative to age and nationality. Just what is the physical examination that you refer to as to nationality?

Mr. DeGuire: Well, I notice in the blanks that they ask for the age and nationality. Just how they use that, I don't know.

Mr. Sheean: As to how they ascertain it by physical examination, I suppose you can't tell, either?

Mr. DeGuire: I suppose they take an applicant's answers,

and judge from his appearance whether or not he is telling the truth.

Mr. Sheean: The physical examination of the Northern Pacific that you have set out is one of the most rigid physical examinations you find?

Mr. DeGuire: It is a very rigid examination.

Mr. Sheean: And the application blank of the Santa Fe is the most rigid form of application you could find in a long search?

Mr. DeGuire: No, I don't think so.

Mr. Sheean: Just tell us—

Mr. DeGuire: If you will turn to the M. K. & T., you will find theirs is just as bad.

Mr. Sheean: You have set out the M. K. & T. here at page 17, have you not?

Mr. DeGuire: Yes, sir.

Mr. Sheean: And have excerpted there all of the provisions which you thought were particularly objectionable, on pages 19 and 20?

Mr. DeGuire: Oh, I didn't say that they were particularly objectionable. We set them out to show the requirements of the railroad company relative to his examination. I don't wish you to understand me as objecting to this physical examination.

Mr. Sheean: There is no objection as to the physical examination?

Mr. DeGuire: No; but we believe that when a railroad company requires this high degree of efficiency they should in turn give that some consideration when establishing the rates of pay of these men.

Mr. Sheean: And, the whole purpose, then, as far as the physical examination is concerned, is simply to show that there is a rigid physical examination and it should result in the selection of men who are sound physically?

Mr. DeGuire: Yes.

Mr. Sheean: And to that you have no objection?

Mr. DeGuire: No objection whatever.

Mr. Sheean: Now, do you know of any other line of employment in which the matter of any discharge by the employer is so fully and fairly and liberally protected as it is in the case

of railroad employes, where provision is made in practically all schedules, that no fireman shall be discharged or held off duty upon any charge whatever, without first having a fair and impartial hearing. That obtains in practically all the schedules doesn't it?

Mr. DeGuire: Practically all.

Mr. Sheean: And in the matter of any discharge by railroad companies, the record as to the reason of the discharge, and the fact that no discharge can be had without a full and fair hearing, does not obtain in very many trades or crafts, does it?

Mr. DeGuire: Well, I have not made an investigation as to that.

Mr. Sheean: Where such an investigation has been conducted as the employes practically in all cases are entitled to have it conducted, is there any objection, or would there be any objection to furnishing to any employer the result of such investigation?

Mr. DeGuire: Well, while the schedules provide that these investigations shall be held, and that a man shall not be dismissed without just cause, yet there are some, I believe, who are dismissed that should be retained in the service, and it sometimes seems impossible to get them back to work without causing a strike, and therefore they are never returned to service.

Mr. Sheean: But the right of appeal is nearly always given in all these schedules, is it not, where the employe and the employer cannot agree as to the cause of the discharge?

Mr. DeGuire: Yes, and I have seen cases appealed to what was considered the highest authority, and they were rejected.

Mr. Sheean: Yes. But after the full and fair hearing, and after the prosecution of the appeal, is there any objection, as you understand it, to the fact being stated that there was a hearing, that there was an appeal, and as to what the result was; provided, that is made truthfully?

Mr. DeGuire: No. Provided that such answer was not given to bar a man from employment in event he had been out on a strike, or for some reason of that character.

Mr. Sheean: Well, in the end, Mr. DeGuire, we get back in every instance to the personal equation of honesty and fair dealing in this whole matter, do we not?

Mr. DeGuire: Not necessarily. An officer might think that

he was dealing absolutely fairly with a man, and still he would not be so doing.

Mr. Sheean: And still the man might not think he was so doing. But in the end, so far as provisions of general application are concerned, the honesty of purpose with reference to these inquiries and the honest application of the result of those inquiries, is the fact that must determine always whether the men are being fairly treated and the company being fairly treated?

Mr. DeGuire: Not necessarily so in all cases. If I was an employing officer and I examined a man thoroughly on his ability for the position he was seeking, and then made an investigation and ascertained that he was a man of high character, that he was not a drinking man, I believe that I could place him in service and by keeping a check on him would know within a very short period of time whether or not my views on the matter were correct.

Mr. Sheean: Well, that comes back for just a moment again to the proposition as to whether or not you think that all railroad managers possess this like qualification, so that upon the mere inspection of the human factor, determining his physical fitness, his mental fitness, from observation, they should be inhibited from making the inquiry which they think is necessary as to what his record was among his neighbors and among his former employers?

Mr. DeGuire: No, sir. As I said before, I believe that certain investigation could be made along certain lines.

Mr. Sheean: That is all.

RE-DIRECT EXAMINATION.

Mr. Carter: In the first place, counsel for the railroads indicated by his question that an application for employment applied to all. The physical examination does not apply to all, is that right?

Mr. DeGuire: No, it does not.

Mr. Carter: Is the opposition which seems so pronounced by all railroad men against these methods of seeking references from applicants, not based almost entirely upon the belief that it results in the practical blacklist of any man whom a former employer desires to punish?

Mr. DeGuire: That is the opinion of the men.

Mr. Carter: It is the abuse of the method, rather than the method itself, is it not?

Mr. DeGuire: That is exactly what it is.

Mr. Carter: By turning to page 7, which was dwelt upon so long, do you note the waiver not only applies to his personal character and qualifications and his personal record, but to "otherwise." You will also note in the last line it specifically refers as to why he quit the service. Do you believe that this word "otherwise" and "quit" are purposely included in this application to check up a man, to see whether he ever went on strike or not?

Mr. DeGuire: I believe it was placed in there to give it a broad construction. In fact, to cover practically everything.

Mr. Carter: Mr. DeGuire, do you know that insubordination, so called, is even a greater offense in the eyes of many railroad employers than Rule G?

Mr. DeGuire: Insubordination is absolute dismissal.

Mr. Carter: Do you know of any man who could get employment on any other road where his reference showed that he was dismissed for insubordination?

Mr. DeGuire: I would not think he would be given employment.

Mr. Carter: Is it not a peculiar characteristic of man to sometimes lose his temper and say something that he afterwards regrets?

Mr. DeGuire: I believe we all do that.

Mr. Carter: Does that apply as much to a roundhouse foreman, or a traveling engineer—

The Chairman: We will take judicial notice of that fact.

Mr. Carter: Does this not apply as much to a roundhouse foreman or a traveling engineer as it does to an engineer or fireman?

Mr. DeGuire: It does.

Mr. Carter: Supposing that a traveling engineer or roundhouse foreman had caused to be vexed at an engineer or fireman, and probably abused him, through, perhaps, a sudden temper, and the engineer, contracting the same anger (by infection, perhaps), said to the official some things that would not look well in print—particularly in these proceedings—is not he generally dismissed for using such language?

Mr. DeGuire: He is dismissed.

Mr. Carter: For what?

Mr. DeGuire: For insubordination.

Mr. Carter: Do you know of any man in any other class of work who is denied following his chosen profession because he happened to tell a roundhouse foreman what he was?

Mr. DeGuire: No, I don't know that.

Mr. Carter: Or what he thought he was?

Mr. DeGuire: No, I don't know of any.

Mr. Carter: Is it not a fact that this insubordination reference works out so that even trivial things like that prevent men ever working at their trade again?

Mr. DeGuire: I understand that to be the fact.

Mr. Carter: Don't you understand that whenever one employer notifies another railroad employer that a man was dismissed for insubordination, that that settles the matter?

Mr. DeGuire: I don't think there would be any further question but what he would be dismissed from the service.

Mr. Carter: Supposing the case that this roundhouse foreman or traveling engineer, through the heat of passion, thought he was insubordinate, when he was not insubordinate—would the error of judgment of the man in reporting insubordination ever be rectified?

Mr. DeGuire: It might be, if the employe had enough witnesses to offset the testimony of the employer.

Mr. Carter: Yes; but the man who makes the report may be in a New England state, and the man who rejects his application on account of the insubordination may be on the Pacific coast.

Mr. DeGuire: I don't think any further investigation would be given his application. They would refuse it.

Mr. Carter: Does not this give an excuse for an official who is so narrow-minded, and who, I want to say, never gets high in official circles, to use his petty spite and venom against a man who lost his position for that cause?

Mr. DeGuire: It places a weapon in his hands that you cannot fight back against.

Mr. Carter: Have you the general information that men in subordinate official positions who are so unfair, and who re-

sort to such methods, seldom rise very high in the official scale among railroad officials?

Mr. DeGuire: No, because a man who would do that is narrow-minded, and consequently he would not be able to fit himself for the broad details of a high office.

Mr. Carter: But he is the man, however, who renders the verdict, isn't he?

Mr. DeGuire: He is the man.

Mr. Carter: Is it not true that generally when these cases are taken to the high officials that they exhibit a very fair attitude, except they don't want to reverse the ruling of subordinate, whether it is right or wrong?

Mr. DeGuire: On insubordination, they very seldom reverse a decision.

Mr. Carter: Do they not generally dispose of the case in this way, "If you can get the man who reported you, or who caused your dismissal, to come in and ask for your reinstatement, I have no objection to your being reinstated"?

Mr. DeGuire: They say that, or they say "If you can get that man to withdraw his objection, we will put you back to work."

Mr. Carter: Then, in this altercation to which I referred, it would require this man to go back and apologize, and if, after the apology, this subordinate official did not withdraw his objection, if he still felt bad about it, the man could never work?

Mr. DeGuire: The man would never be allowed to work.

Mr. Carter: With regard to quitting, do you believe that a man would be debarred from following his usual avocation by quitting, under any other circumstances than quitting during a strike?

Mr. DeGuire: Well, he might be, if the company did not think his record prior to the time he did quit was what it should be.

Mr. Carter: What do you think is the purpose of asking as to his quitting? This reference as to "why you quit"?

Mr. DeGuire: I believe there can be only one purpose, and that is to ascertain whether or not the man has had any trouble with this railroad company and quit, therefore. He may have had litigation with them over injury, or something of that kind.

Mr. Carter: If a man ever sues a railroad company for

personal damages arising from wrecks for which he is not in any way responsible, would his reference be that he had sued the railroad company?

Mr. DeGuire: There are many of these blanks that require the information, "Have you at present pending, or have you ever had any litigation with a railroad company or any other person?"

Mr. Carter: Let us assume there was litigation on a New England road, between an engineer or a fireman and the company, because of some injury, and the reference showed that he had sued the railroad company, do you believe he would ever be able to secure employment again?

Mr. DeGuire: The question in the blank would indicate that he would not.

Mr. Carter: Then, supposing the case that this is the practice on some roads, is it not a blacklist against the man for exercising his privileges as an American citizen?

Mr. DeGuire: I would consider it such.

Mr. Carter: But, Mr. DeGuire, is it not a fact that many railroad managers are very liberal when passing upon these references?

Mr. DeGuire: I really believe there are many who are very liberal.

Mr. Carter: Is it a fact that, on some railroads, regardless of the references, even though a man did go on strike, even though a man was insubordinate in a minor way, when they get information of that fact, is it not a fact that some railroad managements are so fair in the matter that they put the man to work anyhow?

Mr. DeGuire: Yes, I believe they are. And then, another factor, too, you must take into consideration, would be the condition of business at the time. If they were very rushed, they might let this man remain in service, and watch him, and determine his fitness in that manner.

Mr. Carter: Does a strike result in a blacklist practically against all men who participate in a strike, so far as you know?

Mr. DeGuire: So far as I know.

Mr. Carter: Do you know the difference between a blacklist by an employer and a boycott by an employe?

Mr. DeGuire: Why, I do not. It would shut off the revenue or attempt to shut off a portion of the revenue of both.

Mr. Carter: Aren't boycotts, particularly secondary boycotts, illegal?

Mr. DeGuire: Yes, they are so considered, under the law.

Mr. Carter: The law gives relief to the employers under such conditions, does it not?

Mr. DeGuire: It does.

Mr. Carter: What relief by law has the employe who experiences a blacklist, under this method of references?

Mr. DeGuire: None that I know of.

Mr. Carter: There is no law for the poor man?

Mr. DeGuire: None that I know of.

Mr. Carter: None that can be enforced?

Mr. DeGuire: No, sir.

Mr. Carter: Suppose in the case of a man who was dismissed because of a presumed violation of Rule G, when he was absolutely innocent,—would the effect of these references be the same?

Mr. DeGuire: I would think it would be exactly the same.

Mr. Carter: If a division superintendent or trainmaster, or whatever it was in New York, should dismiss a man for frequenting saloons or drinking, and he should make application for employment on a Western railroad, and the reference showed that was the reason he was discharged, that would debar him from ever following his avocation or trade, would it not?

Mr. DeGuire: It would.

Mr. Carter: Do you know of a particular instance where a man was practically blacklisted for drinking when he never drank in his life?

Mr. DeGuire: Yes, I know of one on the North Western, but I hesitate to—

Mr. Carter: Do you think it would compromise you in your employment on the North Western?

Mr. DeGuire: Not a bit, no, sir.

Mr. Carter: Then, in a very brief way, set forth this case and show where the subordinate official may have been mistaken, or perhaps may have been overzealous in enforcing the rule.

Mr. DeGuire: From memory, as I have no record before me, I believe it was in the year 1909, a fireman employed on the

Lake Shore Division of the North Western, by the name of Edward Powers, arose one morning and started for a restaurant to secure something to eat. In passing by a saloon located on North Broadway, at Green Bay, Wisconsin, there were some men in the saloon who tapped on the window and beckoned for him to come in. He walked into the saloon and stood there talking for a few minutes, and they asked him if he would not have a drink. He never drank in his life, and he stepped up to the bar and took a glass of milk. While he was drinking this milk the telephone bell rang and the call boy at the other end called him to go out. Before he could leave the telephone and reach the door, the telephone again rang and the call boy notified him that he had been pulled out of service, and requested him to report to the superintendent's office, that Mr. Andrews wanted to see him.

Mr. Carter: Who was Mr. Andrews?

Mr. DeGuire: Mr. Andrews was the superintendent on the Lake Shore Division at that time. Mr. Andrews notified him that he had violated Rule G and asked him if he was in the saloon when they called him, and he said that he was. Mr. Andrews then notified him that inasmuch as he pleaded guilty to frequenting saloons, or at least going in them, that he could consider himself dismissed from the service.

Mr. Carter: Did Mr. Powers assert in his own defense that he never drank in his life?

Mr. DeGuire: Yes, Mr. Powers told Mr. Andrews, and Mr. Andrews knew that. Mr. Andrews said that he could not help that; he said he was going to make an example of a man who did not drink, because it would have a greater effect on those who did.

Mr. Carter: What was the result?

Mr. DeGuire: The result was Mr. Powers came to me and asked me if I would not try to intercede for him with Mr. Andrews. I went to Mr. Andrews and put up a plea for the boy and explained all his good qualifications. Mr. Andrews said, "I agree with you on that, but," he says, "a man dismissed on the Lake Shore Division is dismissed for all time on the North Western. So long as I have anything to do with the North Western he cannot work on the North Western any longer. Regardless of the fact that he does not drink, I want you to know that I have considered that, and," he said, "I am making an example of him."

Mr. Powers went to him and he told him the same thing. Mr. Powers then went to the Ashland Division of the North Western and asked Mr. Hutchinson, who was the master mechanic on the Ashland Division, for employment. He told Mr. Hutchinson what had happened, and Mr. Hutchinson was in need of firemen at the time, and allowed him to fill out an application, and he started to work. After working approximately two weeks, he was called into the office by Mr. Hutchinson, and informed him that he would have to dismiss him from the service, because Mr. Andrews, to whom he had referred, absolutely refused to give him good references.

Mr. Carter: Was not that a blacklisting from one division to another?

Mr. DeGuire: Why, I would consider it so.

Mr. Carter: It had the same effect.

Mr. DeGuire: It had the same effect; it put him out of employment.

Mr. Carter: Suppose he had applied for a position on another road—I don't care to name it, any of the leading roads—and Mr. Andrews had taken the same position, would he have been able to work on the other road?

Mr. DeGuire: I don't think so; but, in fairness to Mr. Andrews, I asked him if he would do that, I asked him if he intended to follow him to other roads. Mr. Andrews said, "No, I won't do that, I won't follow him; if he goes to another road I will be glad to see him do well." He was out of employment until the 24th day of the following December, before the case was finally called to Mr. Cantillon's attention, who was general manager at the time—and a very fair general manager, too—and Mr. Cantillon took the case under advisement and restored the boy to his former rights.

Mr. Carter: Now, this man was acting under the rules governing the handling of complaints. How long does it take before Mr. Cantillon, as the manager of the railroad, can right a wrong perpetrated by a superintendent? How long was he out of work?

Mr. DeGuire: Well, he was out of work close to a year, as I recollect.

Mr. Carter: How did he earn a living during this year?

Mr. DeGuire: Why, he went around to other places, and secured work without giving Mr. Andrews as a reference.

Mr. Carter: Afraid to?

Mr. DeGuire: He was afraid to do it. He knew it would mean dismissal where he was working.

Mr. Carter: Now, is this not in a small way, an example of how references work out?

Mr. DeGuire: It demonstrates clearly, to my mind, just what it will do.

Mr. Carter: Mr. DeGuire, did you not for a time act as organizer for this Brotherhood?

Mr. DeGuire: Yes, for close to three years.

Mr. Carter: Did you not find, during that time, a considerable number of men, who had changed their names in order to get employment?

Mr. DeGuire: I think I found about ten.

Mr. Carter: Ten men who could not get work unless they changed their names?

Mr. DeGuire: That is what they told me was their reason for working under an assumed name.

Mr. Carter: Do you know whether they were giving satisfactory service under this assumed name?

Mr. DeGuire: They were giving very satisfactory service and were well thought of by the men with whom they were working.

Mr. Carter: Then, in order for a man to make a living, if he is a locomotive fireman, he sometimes has to change his name, is that right?

Mr. DeGuire: I have found that to be the case.

Mr. Carter: Mr. Chairman, I want to simply say, for what it is worth, that I have paid the assessments of members of the Brotherhood of Locomotive Firemen and Enginemen, who could not work under their own names, because they participated in a strike. They are working, they have worked on other roads, given splendid service, and until they got so they could pay their own assessments, I paid them personally myself, but they are still working under assumed names.

Would a carpenter, or any other class of employe be thus treated?

Mr. DeGuire: Not to my knowledge. I know of no other class of employes who are.

Mr. Carter: Counsel for the railroads suggested that the schedules now in effect gave protection to a man who made application, and because of his references was unjustly discharged. Is that true? Is an applicant who is discharged because of his references usually protected by the schedule?

Mr. DeGuire: No, he is not, because in the application blanks you will find that he is on probation for a period of six months, so consequently he could not be protected.

Mr. Carter: Nobody to protect him?

Mr. DeGuire: Nobody to protect him.

Mr. Carter: No matter how unjust—

Mr. DeGuire: Or how unfair he might be treated.

Mr. Carter: He has no recourse?

Mr. DeGuire: He has no recourse.

Mr. Carter: If he is blacklisted under the guise of references, he cannot protect himself against the blacklist?

Mr. DeGuire: The waivers he would sign to the schedules would absolutely prevent him from obtaining protection.

Mr. Carter: That is, the waiver that is so strongly set forth in this application which denies this man his legal rights as a citizen?

Mr. DeGuire: I would consider that once he signed that waiver he would have no recourse through the courts.

Mr. Stone: Mr. DeGuire, I have here a photostat copy of a form that I should like to have you read.

Mr. Carter: Give him the original form.

Mr. Stone: Here is the original form. This is a photostat copy. I would like to say further that this form bears no name, Mr. Chairman, but it is the form from the Oregon Railway & Navigation Company. If there is any question about it, I think Mr. Buckley will identify it. Here is the photostat copy. Just read it, this last clause particularly.

Mr. DeGuire: It is form 2583. It has a form number of some sort here, C. S., and it is dated on the 9th month, 1912, and numbered 50,000.

It has a blank space for the date. Then Mr. blank, and two blank lines underneath that.

"Dear Sir:

"I have made application to (blank for the name of the company) for employment in the capacity of (then there is a blank for the name of the employment), and desire to have that Company fully advised of my record with former employers. I was in the service of your Company from (blank) to (blank) as (blank) on (blank) Division, and, therefore, request that you forward direct to Mr. (blank for name, title and address) a statement containing all the information you may have as to my personal character, habits and ability; also the cause of my leaving the employ of your Company. I hereby release your Company from any and all liabilities for damage, of whatsoever nature, on account of furnishing the information above requested, which is to be used in determining my fitness for the position mentioned.

"Yours truly," and then there is a blank space for the signature and a blank space for the witness to sign.

Mr. Stone: Mr. DeGuire, wouldn't you consider that that was a legal waiver for any claim for damages of any nature?

Mr. DeGuire: I would consider it a waiver that would be held legal.

Mr. Stone: Does it not also prove that that company realizes they are doing something for which there might be litigation and legal claims for damages, and they take the precaution of safeguarding against it?

Mr. DeGuire: It would look as though they adopted safety first as their policy on that blank.

Mr. Stone: That is all.

RE-CROSS EXAMINATION.

Mr. Sheean: Mr. DeGuire, you understand, of course, that there have been some laws passed, at least, which prohibit the giving of this information, except at the request of, or with the permission of, the person about whom the information is given?

Mr. DeGuire: I have been so informed, Mr. Sheean.

Mr. Sheean: And this, of course, would relieve from any liability of that sort; but do you understand that this would protect any company from making false or libelous statements about any person?

Mr. DeGuire: Well, the person would never have any knowledge if they did do it, of there being such statements.

Mr. Sheean: Well, the only purpose of this release is in order to excuse the person from the liability which might arise under certain statutes which certain labor organizations have had passed, which prohibit the giving of any information?

Mr. DeGuire: It is to protect the company from damages resulting from any suit that this applicant might institute against said company for giving the information.

Mr. Sheean: This is a request to your former employer, is it not?

Mr. DeGuire: Yes.

Mr. Sheean: And authorizing him to state the facts, all the information he may have, as to personal character, habits and ability?

Mr. DeGuire: Yes.

Mr. Sheean: And that is all the authority that is given, is as to information as to that?

Mr. DeGuire: Well, that authority is very broad.

Mr. Sheean: Now, I would like to know, in the case of this roundhouse foreman, Mr. DeGuire, about whom Mr. Carter talked, what your committee upon that road is doing in the situation that he describes there? On the hypothetical case that is stated there, of the personal altercation between the roundhouse foreman, and engineer or fireman, do not the schedules provide, with practical universality, that a person discharged for any situation of that sort, shall have the right to be fully heard?

Mr. DeGuire: They have the right to be fully heard.

Mr. Sheean: And to have all of the evidence brought forward and reduced to stenographic form, upon appeal?

Mr. DeGuire: Sure; but there is very seldom any evidence to be brought forward, outside of the foreman's word and the man's word, and the foreman's word almost always has greater weight.

Mr. Sheean: That is always the situation we are confronted with in life here, that our courts provide for a full hearing; but when it depends upon the personal equation of honesty and truthfulness, we cannot always get at the exact truth.

Mr. DeGuire: That is true.

Mr. Sheean: So, in the situation that is described here, the criticism again is against the honesty or the truthfulness of a particular individual, is it not?

Mr. DeGuire: Yes, the honesty or truthfulness of the particular officer would be the determining factor in that case.

Mr. Sheean: And so far as the schedules are able to provide, and in the same way in so far as the laws attempt to provide a full and fair hearing, there have been efforts made to cover the situation as fully and as fairly as you can by general laws, but you cannot correct to 100 per cent, all elements that involve the human equation, isn't that about the situation?

Mr. DeGuire: The schedule outlines a policy. It outlines a policy and says certain things shall be done, but I am sorry to say to you, Mr. Shean, that it is not lived up to.

Mr. Sheean: Can you, again, Mr. DeGuire, give any case in which the schedules could be corrected, and still correct the possibility of human error and frailty and occasional lying?

Mr. DeGuire: No, that would be impossible, to correct human nature by methods of schedules.

Mr. Sheean: Then the complaint that you make as to any situation of this sort, is the inability of the reviewing Board truthfully to get at all the facts?

Mr. DeGuire: Well, it is impossible to get at all the facts in a case of insubordination, because there are only two statements, that is of the man that made the complaint, and the man whom he has complained against.

Mr. Sheean: And you run into the same situation in case of contact with anything that has to be solved in the courts and are unfortunate enough to have only your story as against the story of one other individual?

Mr. DeGuire: Yes, but in the court they weigh both men's evidence; they don't say, "Well, this man has a little better position in life and therefore he is more truthful." But they do that on a railroad, they say a roundhouse foreman is more truthful, and his statement is worth more, and weighs more, if you please, than that of a locomotive fireman.

Mr. Sheean: Do you know of any rule in the courts or anywhere else, that does not require the person who is seeking a change in the situation, who is making a complaint, either be-

cause of discipline or anything else, to prove by the greater weight of the evidence, the charge that he makes?

Mr. DeGuire: No, I do not.

Mr. Sheean: Your theory is that before a man is discharged by a roundhouse foreman or anyone else in authority, that he must have the greater weight of the evidence with him?

Mr. DeGuire: When you say "discharged," you cover a volume of things, because he might be discharged for a volume of things; but we are speaking of insubordination, as I understand it.

Mr. Sheean: Well, even as to insubordination, you would place the burden upon the officer who has the responsibility, who in the organization is above the man discharged; you would place the burden on him of proving that there was insubordination, before there could be any discharge?

Mr. DeGuire: That man has nothing to lose; the other boy loses his bread and butter.

Mr. Sheean: I wanted to get at again, if I could—

Mr. DeGuire: Yes.

Mr. Sheean: The proposition of how we are practically going to get along, trying to be decent and honest about it.

Mr. DeGuire: That is right.

Mr. Sheean: Your practical suggestion is, that before there could be any discharge for insubordination, there would have to be on the part of the one discharging, the ability to produce more evidence than the employe could produce?

Mr. DeGuire: Yes, he should.

Mr. Sheean: So that wherever the insubordination took place, with only the master mechanic or roundhouse foreman, and a single employe, he would have to have some outside witness to come in and know as to what took place, before he could exercise any discipline?

Mr. DeGuire: I should think that would be the policy, because the effect on this man is great. It places him in a position where he will be unable to secure employment elsewhere, and it takes his bread and butter away from him.

Mr. Sheean: The particular criticism in that respect that you have in mind, is where it occurs, and there are only two men present, and they tell different stories, that the employe is not

able to have his story accepted in preference to that of his superior.

Mr. DeGuire: That is the only kind of insubordination I ever saw.

Mr. Sheean: You think that is probably about the only way insubordination would take place, do you not, in the case of but two individuals being present?

Mr. DeGuire: They usually get into a dispute over one subject or another and the man is discharged.

Mr. Sheean: And your theory on that is that, in practical operation, the burden should be upon the superior officer, rather than upon the man, in case they could not agree on just what did take place?

Mr. DeGuire: You ask for my theory?

Mr. Sheean: Yes.

Mr. DeGuire: My theory is the man should not be discharged until he is absolutely proven guilty by more than one witness.

Mr. Sheean: That is all.

RE-DIRECT EXAMINATION.

Mr. Stone: Mr. DeGuire, do you know of any place in our courts where a man cannot have a jury trial in nearly every case?

Mr. DeGuire: No, a jury trial is accorded a man under the statutes of the United States.

Mr. Stone: Is it not a fact in these cases you have before the officials, that the operating official is both judge, jury and prosecuting attorney as well, he is all three at one time?

Mr. DeGuire: That is true.

Mr. Park: If an engineer told a fireman to do something, and he refused to do it, creating a condition of insubordination, and the engineer turned the fireman in, would you contend that the fireman's word should be taken in preference to the engineer's?

Mr. DeGuire: I contend that that man should not be thrown out of employment on the word of the engineer. But, I do not know of any cases where we have had that come up.

Mr. Park: You have heard of cases of insubordination on the deck of the engine, have you not?

Mr. DeGuire: I never have, I don't believe.

Mr. Stone: I know of two or three cases where the engineer got licked by the fireman, if that is what you refer to.

Mr. Park: Mr. Stone, should the fireman's word be taken in preference to the engineer's, under those circumstances?

Mr. Stone: Should it be taken?

Mr. Park: Yes; should the fireman's word be taken in preference to the word of the engineer, in settling that altercation?

Mr. Stone: I should say neither man's word should be taken in preference to the other. There should be a fair and open investigation of the case.

Mr. Park: But is not the engineer the captain, isn't he the superior in authority, necessarily?

Mr. Stone: Yes, so far as the operation of the engine is concerned; but, because he happened to be captain, if I might interject this into the argument, for a minute, I do not consider he is any better than he was when he was a fireman, or that he is made of any better clay, or that his word should be taken unquestionably.

Mr. Park: But in the matter of discipline, one man must have authority over another?

Mr. Stone: Sure, you must have discipline, and we will all concede that it is necessary, to successfully operate a railroad.

Mr. Carter: Mr. DeGuire, the questions asked on cross-examination indicate that some states have passed laws which actually forbid blacklisting. Do you know of such laws?

Mr. DeGuire: Why, I have been advised that the Wisconsin State Laws prohibit blacklisting.

Mr. Carter: Then it would appear that even the people of a state have recognized the gross injustices practiced by this exchange of references, and have endeavored to help the working man?

Mr. DeGuire: They have.

Mr. Carter: And, then, by the adoption of this form, the efforts of the people of the states are avoided?

Mr. DeGuire: Their efforts and energies toward trying to correct an evil have been of no avail.

Mr. Carter: Let me ask you something else; with regard to an altercation arising between a subordinate official and an

engineer or fireman, I believe you said that, ordinarily, the higher officials were very reluctant in restoring a man to service who had been dismissed by a subordinate official for insubordination, without the consent of that subordinate official.

Mr. DeGuire: That is true. They usually say to you to go back and apologize to that man and have him consent to your going to work, and we will put you to work.

Mr. Carter: Isn't it the crime of what is known as lese majeste, that is questioning the power of the king, or criticising the king? If I haven't spelled that word right, I will depend on the stenographer to spell it for me.

Mr. DeGuire: That is what it would be.

Mr. Carter: I understand, in certain countries where they have monarchs, that even to criticise the king is an offense punishable by imprisonment.

Mr. DeGuire: I understand that to be true.

Mr. Carter: Then, supposing a case where a fireman called a foreman a liar. The fact that he called the foreman a liar would be the offense, even though he was a liar; is that right?

Mr. DeGuire: Yes, he wouldn't have any authority to call him that, even though he had direct knowledge to know that he was.

Mr. Carter: Then the crime investigated is not as to whether it was just, to call him a liar, but it would be the crime of criticising a superior officer?

Mr. DeGuire: What we call insubordination is the saying of ugly things, or the answering back of a superior officer.

Mr. Carter: And although this foreman might have lied, it denies that fireman the right to ever work again?

Mr. DeGuire: I don't know of a single instance where a man has been put back after insubordination, without securing the consent of the man who dismissed him, or who recommended his dismissal.

Mr. Carter: That is all.

(Witness excused.)

Mr. Stone: Now, Mr. Chairman, I am going to call a witness I had not expected to call. I am going to ask Mr. Best to take the stand for a few minutes. I am going to show you a living example of a man who tramped this country for years because he took part in a strike.

WILLIAM B. BEST was called as a witness and, having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Stone: This is Mr. William B. Best. At the present time he is the salaried chairman of the Canadian Northern, for the Brotherhood of Locomotive Engineers.

Mr. Best, I wish you would tell, in just a short and concise way, the crime you were guilty of, and what happened after you lost out in the strike of 1894, I believe it was, on the Great Northern.

Mr. Best: Well, gentlemen, that is quite a story, and it will take quite a while to tell it, if you desire it all.

Mr. Stone: Well, boil it down.

The Chairman: Let us have it in a modified form, although of course we want to get it.

Mr. Best: Of course, today is a day when there are definitions and definitions. Some call it blacklisting; I don't know whether you would call it that or not, and I don't know what they call it today.

When I went to school, which wasn't very long, I learned at one time that there was one word that had two meanings, and that was "cleave"; cleave, to cling together; and cleave, to split apart.

However, we find in the railroads today that we have many definitions, applied differently. Whether this is blacklisting or whether it is not, I am not prepared to say.

I don't know that it was because of a strike that these things happened—I don't think that it was. I haven't the records, if such be the case. I ran an engine after the Great Northern revolution, not the Pullman strike, but the revolution of the Great Northern men. I ran an engine eighteen months. There were seven train despatchers discharged. They were discharged for affiliating with a labor organization. I happened to be one of the committee of men that they called on to go down to St. Paul to have these men reinstated, if possible.

Mr. Stone: What was that labor organization?

Mr. Best: The American Railway Union. When we went to St. Paul because of their views, and I may here add, lose or win, while it was a winning lose, still it made a difference in the

sentiment of the world because this body of men would not be here today if it had not. However, there were men discharged. We endeavored to get them back. Could not get them back. We were not recognized at all. We returned to our respective homes. As I stepped off the train in West Superior I received a telegraph message "Your services no longer required." Very good. Then it was up to the men. Now, then, they said, "We will strike, and we will strike right. We will put the cars through the elevators, if you please, and start them at the head of the yards and put them into the bay. We are going to show that we are going to strike right on the Great Northern. Yes, sir." "Oh, no," I said, "you won't. No, if we are the bone of contention at this present time, to my mind it does not do for men to strike every day, because it is not necessary." However, it took three or four weeks for me and the rest to level out those men. "No, we will take our medicine and pass on from the railroad, as it were." We did. We left the service of the company or was discharged, as it might be called. About a year afterwards, I endeavored to find a place with the railroads of the continent of America, if you please. I passed all around everywhere. I went into the office of the M., K. & T. at Parsons, Kansas, and Mr. Ahern was superintendent of motive power at that time; he was in a long office, at the end of the office, and I never saw Mr. Ahern, the superintendent of motive power in my life.

When I walked down the office Mr. Ahern threw up his hands and said, "I can't do a thing for you, Mr. Best." I don't know what you call that. I don't know what the meaning is. However, I returned to Kansas City. There I saw Mr. Mertzheimer on the Kansas City Southern, and Mr. Mertzheimer said, "I want your record, if you please." "Very well, go right to the Great Northern for it, I have been there pretty near eight years." "But we want yours, we don't want theirs." "Very well." I wrote to the Great Northern, to J. O. Pattie, for my record. He wrote back to me and said did I want my record just as it existed, my record as an engineer and also why I was discharged. I answered back. "That is just what I want." I want to say that I have those letters yet, but not here with me. Mr. Pattie answered back that he could not give me an answer. You can call that what you please. I could not get a job from the Kansas City Southern. I passed on, as it were, to the Great Western, and Mr. Lyons,

I stood before Mr. Tracy Lyons, and he asked me what I wanted there, what I had done, and he didn't look up from his book where he was writing at all—this was impressed on me—he said, “Where did you come from?” I said that I came from the Great Northern, commonly called the Eastern Minnesota. “Oh, oh, oh.” I said, “I presume that settles it, Mr. Lyons.” “Well, not necessarily so. See what you will do. Put in your application.” But I was 40 years old, the age limit was too much. Of course, those were the conditions. At last the poison worked, and the poison passed on and I went down at last on the Iron River on a logging road.

Mr. Stone: You went down on this logging road and hid away in the pine woods for a number of years, because you could not get a job on a standard road, is that the reason?

Mr. Best: That is the reason. I went to the logging road, it was for Mr. Sabin, Senator Sabin, and Mr. Weyerhauser, the lumber king, as it were—he is now dead—both of them. However, I will say, Mr. Sabin was one of the best friends I ever had in the world, and so was Mr. Weyerhauser. Mr. Sabin had a railroad—I must tell this to show you how it acts, so far as we are concerned. He was building a railroad in northern Wisconsin, and he had a contract for \$30,000, to build it six miles. The county was bucking Mr. Sabin because they believed they had given out too much. However, they got the men to work and seemingly the county officers were fighting with the men and endeavoring to buck the game. I met Mr. Sabin at Iron River and he said to me, “You are just the man I am looking for; I have got a short time to finish the contract, come up there with me.” I went up to Bayfield. The trouble was the engineers could not work at night, and they did not seem to do the work. However, I went to the front with the engines that night, and found, as usual, in our work, as it were, that the men were not filling the tanks with water, and the water was dirty, and I told them to fill the tanks, that they were better off with half the tanks filled, which they did, and they worked all that night and the next night, and I went up with the dinky and ex-Senator Sabin rode with me and said, “I will fire for you.” We started for the front and we found that was blocked with a link in the frog, and when we got up in the pine woods and we found a link coming at us. I said to him, “Are you willing to go through?” “Oh,

yes." And we finished the bridge that night. We returned to Bayfield. He called me down to Bayfield and he gave me a check for \$300 for the 48 hours' work. I left Bayfield, and he said, "Come back here to me, I want to see you in a week or so, I have got something for you to do." I went to work then and came back to see him and he put me in charge of his machines, the engines, rather, as master mechanic. He then got me a position with Frederic Weyerhauser to take charge of his shops at Ashland and to do Mr. Sabin's work with a charge of the regular cost and twenty per cent for the shop expense. I took the full shop at Ashland and worked for Mr. Weyerhauser. I was there approximately a short time when W. B. Best had a strike. The men went out on a strike on the Ashland road that I was working on. I was up in the woods 70 miles away. Here is a peculiar thing about this. I came down out of the woods or, rather, I met the manager and said, "What is the matter with 26 this morning, that she is not in?" "Why," he said, "don't you know?" "Why, no, I don't know, what is the trouble?" "Don't you know what is going on here?" "I certainly don't know. What is the matter?" "Well," he said, "there is a strike on down in Ashland." "Is that true?" "Yes." "Well, I guess I had better go down and settle it." I walked up three miles and got on the Northern Pacific train and went to Iron River and into Ashland. I got in there at night and met Maurice Duffy, one of our own men, and one of the Great Northern men. Maurice said, "How did you get in here?" "Walked." "You walked in?" "Yes, sir, and if the Great Northern had known you made me walk in here, they would reinstate you and give you a premium." However, they did not do that, as far as that is concerned. However, I went down the next morning and Mr. Weyerhauser was at the office and so was Mr. Cook, the president. I was called up to the office. I went into the office and the first words Mr. Weyerhauser said to me are impressed on my mind. He said, "Mr. Best, are you with us or are you against us?" I said, "That is a funny question to ask an officer of your railroad, but I will be as frank as you, Mr. Weyerhauser, and if you are right I am with you, and if you are wrong I am right against you, that is all there is about this question." I said, "What is your trouble?" He then told me the trouble, that the men wanted the same money as the men on the main line on the

Northern Pacific. "Well," I said, "Why, Mr. Weyerhauser, if you sent a man to the bank with a thousand dollars of your money, you would want to know who that man was, wouldn't you?" And the old man said—he was a German and spoke with an accent—"Yes, if it was only thirty cents, and you had better say it because you can say it better than I." "Well, we will call it thirty cents, Mr. Weyerhauser. But," I said, "when you send him there you want to know who he is." He said, "I certainly do, if it is only thirty cents." "Very good. You have put me in charge of your engines, and they are worth all the way from \$10,000 to \$15,000, and when I put the men on these engines for you, to look after those engines, I expect they are going to know their business and they are going to know that they can go out and take care of your valuable property, as it were." He rose out of his seat and he said to Mr. Cook, "Let Best settle the question."

Mr. Stone: Mr. Best, I am afraid you have forgotten the modified form of that question. I am afraid you are reminiscing on the whole thing when I wanted you to tell me how long you stayed in the pine woods.

Mr. Best: Hold on a minute! I would like to tell this, because, as I said before, there are things we like to talk about. I want to say to you there has been quite a lot said here, and as far as the railroads are concerned, my pedigree, they have got that ever since I sucked my mother's tit. I want to say that is what I mean, that he took into consideration a man running by the current of traffic with the trains he had, worth from \$100,000 to \$200,000 or \$300,000, and a man coming down the line under those conditions, at from thirty to sixty miles an hour, that he had to be paid the price also. That is the way I looked at this figure. Now, that is part of the game. I stayed there for five years. I went one evening—Mr. Sabin called me to go to Texas, not to run on the railroad, but to take charge. He said, "You won't have to take your overalls there." I met him in Minneapolis and we had supper together in the Minneapolis Lumber Exchange. He came to Chicago and, unfortunately for me, dropped dead in the Auditorium Annex. I returned and went to the Duluth, Missabe & Northern, and I ran up against the same thing there that I met everywhere on the roads, another trunk line, although, while on the logging road,

I had leased engines, mind you, from the Duluth, Missabe & Northern, and they accepted them and examined them for Mr. Weyerhauser or Mr. Cook, as it were. I ran up against the same conditions. I call it cleaving, mind you, cleaving together or cleaving to split apart. However, then it came to my turn, and I did get on the Duluth, Missabe & Northern, after a while, by the influence of the men; but I could see conditions were not there for me, because I was under cover, as it were. I then went to the Canadian Northern. That line was a line that was building. They did not refer to anybody. They did not ask you who you were or what you were, but just simply hired you, if the engineer said you was one. This is how I became employed by the Canadian Northern Railway, and after I had been there a time, there was the question that you have had of discipline and the discharging of men. They again asked me to represent the men. I said, "No, no; never. I never want to represent men again as long as I live. I have had all I want of it, all that is necessary." "But you see what is going on here, and we want you to represent the men." Well, at last I reconsidered, and I said, "Under one condition will I represent the men; that is this, that when I say so you are going to fight and fight the railroad company to a finish. That again I never will lay down before a railroad company as long as I live." I said, "I propose to be reasonable with them if it is possible, but I will resign without a question and endeavor to bring about the best results, but never, never again will I walk away and do the same thing as I did to compel the men to be peaceful as I did that time on the Great Northern—not again with me." Therefore, you can readily see the general sentiment, as I said before, has changed. That is a short synopsis of Bill Best's life, as it were, and if you want anything further from it, I can give it to you.

As I said before, I am willing to tell it to anybody. Something was said here about Rule G. They have talked about that. Why, I want to say to you, that I have drank some of the best whiskey a man ever tasted and some that would make a poor Irishman feel like a rich Jew. I want to say to you that with it all it never interfered in my business, yet I do know that with the big current of traffic today and for many a year I have not touched it at all, yet I do not know that that condemns me in

the eyes of the world today, what I have done a few years ago. I don't know that I have felt any the worse so far as I am concerned, because I told my president one time when he said, "Well, Best, you would make a good sign for a brewery yourself." "Very true, I would," I said, "Sir William, and if I had as much fun taking this off as I had putting it on, I would start right in again." That is the condition of life, just the same, but I do know, as I said to you before that those are the conditions that were set aside; but I have drank whiskey in the depot, with the bar in the depot, and the public at the other end. I have drank whiskey in their cars. I have drank whiskey in the railroad hotels, and I have drank whiskey in their cars when I have been riding. Those that are supposed to show the best example of all, and they were the very first ones to condemn. That is the most inconsistent thing in this whole proposition. I will say today in Canada, in Canada we are a little bit different than you. Perhaps we are far behind and perhaps we are far ahead, from what I know. You talk of or, rather, we would say a few years ago that Mr. Ripley and Mr. Hill, of the Santa Fe and the Great Northern, talked about government control or government ownership; we would think that they were crazy. Well, today, in Canada, we are pointing in another direction. Whether it is for weal or whether it is for woe, no man knows. It is pointing, instead of to government by control, it means a railroad owned government. That it is not there today, but that is the meaning. Why? Because they own the hotels, as it were, from coast to coast; and they are running the bars, because the coal mines are under the same conditions, because the—well, stock yards, everything, as it were, run by the corporations, the three big ones, that we have. Now, whether that is good or not remains to be seen; we hope that it is the best thing in the world; but as yet some of us have not accepted it as so. Now, those are the conditions on the railroad that they condemn men for. Now, let us look, while I am talking about your discipline—

Mr. Stone: Mr. Best, just a minute. I don't think they care for all the opinions you may care to express. I want to ask you just one question. What do you lay your particular bitterness to, the fact that you tramped so many years looking for a job—do you think that is what put the iron in your soul or not?

Mr. Best: Yes. Just the same as the discipline you are

meting out with the thousands of men you have discharged from the service since I have been an engineer. You have discharged them ever since I commenced thirty-odd years ago on the Boston & Maine, and I know hundreds and thousands, as it were, of those that have not been discharged, are men where the bread winner has been destroyed while working in the service, and that family did not like the railroads, either. They have become a part of this great big public. The sentiment is there. They do not like the method. The method is one of decay, and it is shown by this body right here, because the managers cannot settle their own proposition.

Mr. Burgess: Was it after this blacklisting period in your life that you pulled the train out of the fire district, or before?

Mr. Best: After.

Mr. Burgess: Could you, in about five or ten minutes, relate that to the Board? While you were a blacklisted man, after traveling all over the country, you obtained employment on what road, the Canadian Northern, and during that time, after you had become obnoxious, so to speak, you saved this great portion of the population, if I remember it aright, by running your engine through a forest that was on fire.

Mr. Best: Yes.

Mr. Burgess: I didn't know whether I got it right or not.

Mr. Best: Well, I never say very much about that.

Mr. Stone: I wish you would relate it, because I am sure—

Mr. Best: As far as that is concerned, that was for humanity's sake, and I often think of the time myself, because if I had lost the train that very day they would have said, "That fellow was crazy; he was a fellow that was in the big strike"; but I did not lose the train, nor did I lose anybody on it, and we got home with 500 people after passing through the Hinckley holocaust, I might say, and set them down in West Superior and Duluth, very happy that they were out of the fire. Of course, lauded to the sky because of a hero. That makes one laugh sometimes. However, we were about fifteen or sixteen miles into the blaze. The trees were tearing up by the roots, everything was afire from one end of the world to the other, seemingly, and people were dying all around us; but we got out just the same with our train, although there was not a glass in the engine or a bit of paint on the tank anywhere. However, as I

said to you before, the lauding of some of the people, of the biggest men we have, when they talk "hero"—not for me. I done the best I could; but I did not have to thank no railroad company for what I did do.

Mr. Stone: That is all I wanted to ask. Any questions, Mr. Sheean?

Mr. Sheean: No.

Mr. Stone: That is all, Mr. Best.

Mr. Carter: I will call Mr. Merriman.

Y. J. MERRIMAN was called as a witness and, having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Carter: Where do you reside?

Mr. Merriman: Chicago.

Mr. Carter: What is your employment?

Mr. Merriman: Engineer on the North Western Railroad.

Mr. Carter: Mr. Merriman, have you, during the past few years, made special investigations concerning the dangers of electrifying steam railroads?

Mr. Merriman: Yes, sir.

Mr. Carter: Have there been efforts made, both in the legislature of Illinois and in the city council of Chicago, to electrify railroads?

Mr. Merriman: Yes, sir.

Mr. Carter: Will you briefly describe these efforts and what was done by railroad employes to protect themselves from the dangers of electrifying railroads?

Mr. Merriman: In April, 1909, there was introduced a bill known as Senate Bill 388, in the 46th General Assembly.

Mr. Carter: That is in the Legislature?

Mr. Merriman: Yes, sir. This was an amendment to the Cities and Villages Act of 1872. The 25th Article of this measure read as follows:

"To provide for the change of location of grade and crossings of any railroad and prescribe by ordinance the motive power with which cars and trains of any railroad may be operated within limits of such city or village, and change the same at any time whenever in their judgment such change is necessary."

Mr. Carter: Were there efforts on the part of railway employees to avoid the effects of such a bill?

Mr. Merriman: Yes, sir.

Mr. Carter: What was done with the bill?

Mr. Merriman: The bill failed of passage.

Mr. Carter: What was the next effort made to electrify railroads in the State of Illinois?

Mr. Merriman: An effort was made in the City Council in 1910.

Mr. Carter: What became of that effort?

Mr. Merriman: That effort failed through the instrumentality of the railroad employees.

Mr. Carter: What was the next effort on the part of some to compel the railroad to electrify?

Mr. Merriman: There was an ordinance introduced in the City Council in June, 1913, the first section of which reads as follows:

“That after the 1st of July of the year of our Lord Nineteen Hundred and Fifteen every railroad company shall operate or propel any and all cars or trains of cars along, across, over or under any and all streets within the City of Chicago by other power than that of steam or in a manner that will not produce smoke or noxious gases that injuriously affect the public health.”

Mr. Carter: Do you understand the intent of that ordinance was to compel railroads entering the city of Chicago to electrify their terminals?

Mr. Merriman: There not being any other known motive power, yes.

Mr. Carter: Now, how did the railway employees become interested in this matter?

Mr. Merriman: Through the efforts of some of the aldermen of Chicago to prevent the passage of the measure.

Mr. Carter: When it appeared that this ordinance was going to pass, certain aldermen called to the attention of the railroad employees that it was about to pass?

Mr. Merriman: Yes, sir.

Mr. Carter: What did the railway employees do?

Mr. Merriman: They organized an association known as the Railroad Employees' Safety Association.

Mr. Carter: How did they organize that association?

Mr. Merriman: The employes in the service of the railroads in the City of Chicago organized, were called together by a meeting or were called together by some of the influential members of our organizations in the city and organized this association.

Mr. Carter: Was that association composed of engineers and firemen and conductors and brakemen and switchmen?

Mr. Merriman: Yes, sir.

Mr. Carter: Did all of these men think that their interests were involved?

Mr. Merriman: Yes, sir.

Mr. Carter: Why did they think so; did they fear the danger of electricity?

Mr. Merriman: They feared the danger of electrically operated terminals.

Mr. Carter: What did this association or organization of railroad employes in Chicago do to prevent the passage of this measure?

Mr. Merriman: They requested the railway terminals committee in the City Council for a hearing on that measure, and after we were granted that request, there was an extensive investigation made by both the terminal committee of the City Council and certain members of our organizations.

Mr. Carter: How was this investigation conducted?

Mr. Merriman: There was a trip made to New York by the terminal committee, on which they invited members of our organization to accompany them, for the purposes of the investigation.

Mr. Carter: Did I understand that the trip to New York was planned by the City Council?

Mr. Merriman: By the terminal committee of the City Council.

Mr. Carter: And what was done by the terminal committee of the City Council before they left here?

Mr. Merriman. They held a meeting, in which the evidence that had been submitted to them by the employes was carefully gone over, and upon the recommendation of two of the supervising engineers of the city, this trip was made.

Mr. Carter: Did they invite representatives of the association to come and demonstrate the dangers of electricity?

Mr. Merriman: Of the employes, yes, sir. The chairman of the terminal committee, Alderman Ellis Geiger, invited me to bring a committee and accompany them to New York, and there were three of our committee, accompanied by another member of our organization, went to work, and Mr. Robert P. Bamrick—

Mr. Carter: Who was he?

Mr. Merriman: A switchman employed by the Illinois Central Railroad Company.

Mr. Carter: Who else?

Mr. Merriman: Mr. Arthur E. Shultz, a conductor employed by the Illinois Central, and myself. There was another member of our organization of switchmen, employed by the Illinois Central Railroad Company, who had made an extensive investigation of electrified conditions in New York City and vicinity, just previous to this, at our request, and we invited him to accompany us, which he did. This was Mr. William J. Pinkerton.

We went with the committee to New York, and we put in several days going through the various terminals in New York; that is, the New York Central, the Pennsylvania and the New Haven. We studied conditions from the dangers incident to electrically operated railroads in that locality. After the Terminal Committee had put in three days in this investigation, they were required to return to Chicago, to be present at an important council meeting. They requested us to remain over and get such evidence as we considered necessary to present to their committee, incident to the dangers of electricity.

We remained several days, during which we got important information and facts, and on our return there was a committee meeting of the Terminal Committee, in which we presented this evidence, and the measure was tabled, and there has never been any further action taken.

Mr. Carter: Do you believe the final action of the City Council in tabling the ordinance to electrify railroads was based entirely upon the dangers that were made apparent, not only to railroad employes, but to buildings and the citizens of Chicago?

Mr. Merriman: I could not say as to the buildings and city, but I believe the action of the council was based upon the dangers to the employes.

Mr. Carter: Employes?

Mr. Merriman: Yes, sir.

Mr. Carter: Now, what character of evidence did you discover down there that convinced you that there was great danger to employes when steam roads were electrified?

Mr. Merriman: Well, the first evidence was the order of the Public Service Commission of the State of New York, setting forth certain rules to govern the employes in working in electrified terminals.

Mr. Carter: Where did you get the information as to what the attitude of the Public Service Commission of New York was toward the matter?

Mr. Merriman: On posters posted in ways cars, round-houses and yard shanties, any place that employes frequent.

Mr. Carter: They were orders issued by the Public Service Commission of New York?

Mr. Merriman: Yes, sir.

Mr. Carter: To prevent injury to railroad employes?

Mr. Merriman: Yes, sir.

Mr. Carter: Will you read that bulletin or order?

Mr. Merriman: "New York, March 10, 1909.

"The attention of officers and employes of this Company is called to the following order of the Public Service Commission, Second District, State of New York:

"Ordered. 1.—That for the purpose of insuring safety to employes engaged in the operation of trains or the movement of freight cars in what is known as the Electric Zone of lines owned and operated by the New York Central & Hudson River Railroad Company, which said zone extends from Grand Central Station, New York City, to Croton, on the Hudson Division of said Company's lines, the said The New York Central & Hudson River Railroad Company be and is hereby directed and required to wholly cease and desist from in anywise requiring, permitting, or allowing, and by proper rules shall forbid any train or other employe to go upon, ride upon, or in any exigency work upon the top or roof of any freight car or caboose, or to go upon, ride upon, or in any exigency work upon the water tank or above the coal load of any locomotive tender used either in freight or passenger service, while the said freight car, caboose, or locomotive tender is in motion upon any portion of its lines within said elec-

tric zone, or while any such freight car, caboose, or locomotive tender is being used for switching purposes, in making up trains, or in the separation of any train into two or more parts, at or about any station, yard, or siding within said electric zone, when the movement of such freight car, caboose, or locomotive tender passes under or within three hundred feet of any bridge or other overhead construction having a clearance above the railroad track, switch, yard, or siding of less than twenty-one feet.

*“Ordered. 2.—*That said The New York Central & Hudson River Railroad Company shall put in force rules or regulations for the government of its train, yard, and other employes which will make the provisions of this order continuously effective, and that a notice embodying the requirements of this order, duly signed by the proper official or officials of said The New York Central & Hudson River Railroad Company, shall be kept posted in every caboose used in freight service and in every engine house used in freight or passenger service within said electric zone.

*“Ordered. 3.—*That this order shall take effect on March 30, 1909, and remain in force until changed or superseded by the further order of the Commission.

“Any rules or regulations of this Company inconsistent with the above order are hereby modified accordingly.

“Employes of this Company must see that this order of the Public Service Commission is enforced.”

Mr. Carter: Mr. Merriman, it seems that this bulletin was posted on the part of the New York Central only?

Mr. Merriman: Yes, sir.

Mr. Carter: Were there similar bulletins posted on the New York, New Haven & Hartford Railroad?

Mr. Merriman: It was not in a bulletin form, but it was in a form given as Notice 100, which had attached a certain portion of the waiver that the employe had to sign when he entered the service of the company, or entered the service in the electric zone.

Mr. Carter: When he entered the service, was that bulletin given to every employe?

Mr. Merriman: Every employe has—I would so judge, from the information contained therein, as he entered the electrical service.

Mr. Carter: Instead of the New York, New Haven & Hartford posting a bulletin, I understand that they addressed it personally to their employes?

Mr. Merriman: Yes, sir.

Mr. Carter: Will you read that bulletin?

The Chairman: How much time will it take? Perhaps we had better take a recess.

Mr. Merriman: About three minutes.

The Chairman: Very well, then, we will take a recess until 2:30.

(Whereupon, at 12:30 o'clock P. M. a recess was taken until 2:30 o'clock P. M.)

AFTER RECESS.

Y. J. MERRIMAN was recalled for further examination and, having been previously sworn, testified as follows:

Mr. Carter: Before we adjourned at noon, Mr. Merriman, I think you had read an order issued by the Public Service Commission of New York, and posted as bulletins on the property of the New York Central.

Mr. Merriman: Yes, sir.

Mr. Carter: After that, I understand that you were just about to read a bulletin delivered by the New York, New Haven & Hartford to its employes in the electrical zone. Will you read that bulletin now?

Mr. Merriman: This notice is Notice 100, of the New York, New Haven & Hartford Railroad Company.

THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COMPANY.

Superintendent's Office.
Shore Line Division.

New Haven, Conn., October 16, 1912.

Notice No. 100.

To Enginemen, Trainmen and All Concerned:

In the Electric Zones bridge guards and tell-tales are not maintained, and there is danger within fourteen (14) inches of every wire that is charged. You are, therefore, warned when in the Electric Zones to keep off the tops of cars on tracks over

which are wires, and while on tenders use the utmost care to look out for all obstructions. You are also warned to keep at least fourteen (14) inches from every wire.

There are Electric Zones at present between New Rochelle and Harlem River, Woodlawn and Noroton, Stamford and New Canaan, Berlin and Middletown, Westfield and Meriden and Middletown and Cromwell, and the electrical extension Noroton to New Haven is now under construction.

Bulletin notices of extensions will be issued, and this warning will apply to extensions as they are made.

C. N. WOODWARD, Superintendent.

This has an attachment, and the attached portion which is torn off and retained by the company has to be signed by the employe when he enters service in the Shore Line Division, which is the electrical division.

Mr. Carter: Are you not mistaken in that? Does not everybody who receives that bulletin have to sign the coupon that is attached below, acknowledging receipt of it?

Mr. Merriman: All those in electrical work, yes.

Mr. Carter: All of those in electrical work; but I understood you to say at the last there, that only those men who hereafter enter the service; you did not mean that, did you?

Mr. Merriman: I mean every one who enters into the service, in the electrical division.

Mr. Carter: Do you know anything about the nature of this coupon? Was it detached or returned to the company?

Mr. Merriman: I never saw one of the coupons. The company retains them and I was unable to secure a copy of it.

Mr. Carter: How do they refer to it, the men who sign them?

Mr. Merriman: They refer to it as the death warrant.

Mr. Carter: Why did they call it the death warrant?

Mr. Merriman: They sign away their right to recover in case of injury or death, by a violation of any of the rules of the company, or the laws laid down by the Public Service Commission.

Mr. Carter: Where they are cautioned to stay off the tops of box cars?

Mr. Merriman: Yes, sir.

Mr. Carter: Have you a time card there issued by the New York Division of the New York, New Haven & Hartford?

Mr. Merriman: Yes, sir.

Mr. Carter: What is the number of that timetable?

Mr. Merriman: 61-A.

Mr. Carter: When was it effective?

Mr. Merriman: October 16, 1913.

Mr. Carter: I have a timetable here, number 61, effective June 1, 1913. Have you compared them?

Mr. Merriman: Yes, sir.

Mr. Carter: Are they practically the same?

Mr. Merriman: As far as the general and special instructions are concerned they are.

Mr. Carter: Mine, I believe, is October 5th, which supersedes the timetable of June 1st.

Mr. Merriman: This card supersedes number 61.

Mr. Carter: Now, will you read into the record what rules the New York, New Haven & Hartford has published in timetables cautioning men against the dangers of the electric zone?

Mr. Merriman: Rule number 12, page 30, of this time card, reads as follows:

“Trains in yards or on sidings must stop before fouling other tracks unless switches are set for them to proceed, and cars must always be left with sufficient clearance between tracks, with brakes set on head and rear ends to hold the cars where they are stopped. Derails on sidings protecting the main track must be let to derail at all times when not in use, whether cars are on siding or not.”

This rule states that the employe must leave the brake set on the cars left standing on the track.

Mr. Carter: I did not ask you that, Mr. Merriman. I am asking you about the rules adopted by the company cautioning the employes against the dangers of electricity.

Mr. Merriman: Well, special instructions, on page 31, Rule 47, reads as follows:

“In the Electric Zones bridge guards and tell-tales are not maintained, and there is danger within fourteen (14) inches of every wire that is charged. Employees must keep off the top of cars on tracks over which there are wires, and while on tenders use the utmost care looking out for all obstructions.

At overhead bridges, side clearances are reduced by ground wires from bridges in boxing attached to side walls and abutments of bridges.

When practicable steam locomotives should not be stopped under insulators or where steam or smoke will come in contact with the insulator, especially at overhead bridges and other points where wire is low."

Mr. Carter: Before you go any further, what danger do you think there is from steam or smoke from a locomotive striking an electric wire?

Mr. Merriman: Steam and smoke acts as a conductor of electric current.

Mr. Carter: Has it been proved that steam and smoke are conductors?

Mr. Merriman: I am so informed.

Mr. Carter: And that is why they are forbidden from stopping under insulators?

Mr. Merriman: Insulators or where the wire is low.

Mr. Merriman: Insulators and charged wires, where the wire is low.

Mr. Carter: The first rule tells them they must keep off the tops of cars, is that right?

Mr. Merriman: Yes, sir.

Mr. Carter: And on tops of tenders; and cautions them that the tell-tales have been removed. Is that right?

Mr. Merriman: Yes, sir.

Mr. Carter: Will you explain what a tell-tale is?

Mr. Merriman: A tell-tale is a safeguard to employes riding on the tops of cars, at the approach to viaducts or bridges, or entrances to tunnels.

Mr. Carter: Is it a wire or something suspended across a track, with a lot of wires or ropes hanging down?

Mr. Merriman: Yes, sir.

Mr. Carter: How does that warn a man on top of a car—a brakeman, for instance?

Mr. Merriman: If the man is standing on a car and his head comes up above the lower end of these ropes and they strike him in the face, he knows then he will come in collision with a bridge, viaduct or tunnel unless he gets lower on the car.

The Chairman: They are similar to the devices used in tunnels, are they not, on railroads?

Mr. Merriman: Yes, sir, the same thing, Mr. Chairman.

Mr. Carter: Now, at night, if a brakeman on top of a car feels that coming in contact with him, he immediately lies down, doesn't he?

Mr. Merriman: He gets down to the lowest point.

Mr. Carter: To prevent a collision between himself and something?

Mr. Merriman: Yes, sir.

Mr. Carter: Now, suppose that was removed, on account of electricity, would there then be great danger if the man was on top of a box car?

Mr. Merriman: The first information he would have that he was in danger would be the danger itself, and he would be killed before he was warned.

Mr. Carter: Do you understand that these tell-tales have been removed because of the danger of electricity from them?

Mr. Merriman: They have. They would form an arc if they came in contact with the wires, and again, you cannot very well run tell-tales and have the wires above, on account of the tell-tale being in the path of the pantagraph.

Mr. Carter: I understand, Mr. Merriman, that unless there are tell-tales there, he will probably be killed by a bridge or a tunnel, and with the tell-tales there, he will probably be killed by electricity?

Mr. Merriman: Yes.

Mr. Carter: Therefore, they have forbidden men getting on top of box cars?

Mr. Merriman: Yes, sir.

Mr. Carter: Now, what else have you there in the special instructions that you think of.

Mr. Merriman: General instructions, Rule 18, page 30. "When an engine is pushing freight cars the disappearance from the engineman's view of a trainman's hand or lamp signals must be construed as a stop signal."

Mr. Carter: That is not a rule that has anything to do with electricity, is it?

Mr. Merriman: Well, it would be in this way, if a trainman—

Mr. Carter: Suppose you read the next rule below that. You have just missed one rule there.

Mr. Merriman: Rule 19. "Trainmen and others must keep off the top of cars while in motion where there are obstructing overhead wires. They must be very cautious while switching in yards and on sidings, keeping a lookout for low-hanging wires."

Mr. Carter: Special instructions, Rule 56, page 32.

Mr. Merriman: "Trains entering the Oak Point Yard in front of—"

Mr. Carter: No, that isn't it. I am trying to get the rules cautioning men not to do things. Now, we will take the portion of the rule that appears at the top of page 32. Read that. "Detailed Instructions."

Mr. Merriman: "Detailed Instructions regarding these operations are contained in bulletins with which employees must be conversant, and will also be included in examinations."

Mr. Carter: Now, do I understand from what you have read, that the New York, New Haven & Hartford have been attempting to carry out about the same rules or orders as were issued by the Public Service Commission of New York State?

Mr. Merriman: They have, in their bulletins and in their special instructions, they have rules that conflict.

Mr. Carter: I am not talking about the conflict. I am asking you if the New York, New Haven & Hartford Railroad require these employees to be conversant with these instructions as set forth in the last paragraph you have read, so they will avoid the dangers of electricity?

Mr. Merriman: Yes, sir.

Mr. Carter: Mr. Merriman, do you believe it is practical to do railroad work and carry out these warnings and instructions and orders which have been issued for the protection of the lives of railroad men?

Mr. Merriman: No, sir. They cannot be done.

Mr. Carter: There are special instructions all the way through there that men must keep off the top of box cars. Isn't that true?

Mr. Merriman: Yes, sir.

Mr. Carter: During the inspection of these terminals—elec-

trified terminals in New York, did you notice men on top of box cars?

Mr. Merriman: Yes, sir.

Mr. Carter: In violation of these rules?

Mr. Merriman: Yes, sir.

Mr. Carter: Did you call anybody's attention to it?

Mr. Merriman: Yes, sir.

Mr. Carter: Are there any rules in the same timetable telling them they must be on top of box cars?

Mr. Merriman: Yes.

Mr. Carter: Turn to Rule 12, on page 30, and read that.

Mr. Merriman: "Trains in yards or on sidings must stop before fouling other tracks unless switches are set for them to proceed, and cars must always be left with sufficient clearance between tracks, with brakes set on head and rear ends to hold the cars where they are stopped. Derails on sidings protecting the main track must be left to derail at all times when not in use whether cars are on siding or not."

Mr. Carter: Mr. Merriman, where is the brake on a box car?

Mr. Merriman: On top of the box car.

Mr. Carter: How can they set these brakes without going on top of the car?

Mr. Merriman: They couldn't do it, not hand brakes.

Mr. Carter: Now read Rule 19, on page 30.

Mr. Merriman: "Trainmen and others must keep off the top of cars while in motion where there are obstructing overhead wires. They must be very cautious while switching in yards and on siding, keeping a lookout for low-hanging wires."

Mr. Carter: Now read Rule 18, right above that.

Mr. Merriman: "When an engine is pushing freight cars the disappearance from the engineman's view of trainman's hand or lamp signals must be construed as a stop signal."

Mr. Carter: How can an engineman see a lamp or the hand of a switchman unless he is on top of a box car in a yard where there are many side tracks and leads, and those tracks are full of other box cars?

Mr. Merriman: He couldn't see the signals unless he was on top of the car.

Mr. Carter: Then how would the railroad be operated, if

the man was not permitted to get on top of the car, when he pushes a string ahead of him in between other cars and across switches? How could the road be operated?

Mr. Merriman: It could not be operated. It would stop operation.

Mr. Carter: Is it not a fact that the men do get on the cars to give the signals, so they can push in?

Mr. Merriman: Yes, sir.

Mr. Carter: Rule 56, on page 32.

Mr. Merriman: "Trains entering the Oak Point Yard in front of electric float bridges, must leave at least four good hand-brakes set on the head end of train on account of the grade descending, being toward the float bridges, and the possibility of cars running down after the air has leaked off."

Mr. Carter: Now, let us presume that there is a switch engine having a string of cars approaching these float bridges. The State of New York positively forbids him to get on top of the cars to set a brake, and there is a bulletin issued by the New York, New Haven & Hartford, to which was attached the death warrant or release if he was hurt, how could those four brakes be set on top of those box cars, pushing down onto these float bridges, without getting on top of the cars?

Mr. Merriman: They could not be set.

Mr. Carter: Now, let us turn to page 35. Read Rule 1535.

Mr. Merriman: "Do not depend on air brakes to hold a train when the engine is detached. Use hand brakes for that purpose."

Mr. Carter: Can hand brakes on top of a car be used without getting on top of it?

Mr. Merriman: It cannot be done.

Mr. Carter: Then he must get on top of it to use the hand brakes?

Mr. Merriman: Yes, sir.

Mr. Carter: If he did get on top to set these hand brakes, in accordance with this rule, and he was electrocuted by an approach to the wire, the "death warrant" he has signed would relieve the company from any damages, because they have told him that he must not get on top of a box car, is that right?

Mr. Merriman: That is my understanding of the rule.

Mr. Carter: Read Rule 1537.

Mr. Merriman: "Should an engineman whistle for brakes, open the conductor's valve quickly, keep it open until the train is stopped and then close it. If no air escapes when the valve is open, apply hand brakes."

Mr. Carter: If no air escapes, to apply hand brakes would they not have to get on top of the box cars to do it?

Mr. Merriman: Yes, sir.

Mr. Carter: Read the last paragraph of Rule 1504.

Mr. Merriman: "When pushing cars down a descending grade, the air must be operated on all cars and a man must be placed on the leading car."

Mr. Carter: How are you going to place a man on the leading car and at the same time keep him off of that car?

Mr. Merriman: Well, if it was a flat car, or a gondola car, he would not be in close proximity to the wire, but if it is a box car—

Mr. Carter: Do they always have a flat car, or a gondola car as the leading car, in switching?

Mr. Merriman: No, I would judge not, not from practical experience in railroading. He would have to get on top of the car.

Mr. Carter: But he has already signed what you call the "death warrant"?

Mr. Merriman: Well, they have to get on top of the cars in order to perform their duties as railroad men.

Mr. Carter: But over here, in these general instructions in regard to the electric one, he is forbidden to do so?

Mr. Merriman: But he has to retain his position as a railroad man, and if he does not do it he won't have a job.

Mr. Carter: But the instructions are to keep off the cars?

Mr. Merriman: The other instructions say for him to get on it, special instructions.

Mr. Carter: Read 1502.

Mr. Merriman: "Should an accident occur making the use of the hand brakes necessary, engineman and conductor must consult together, and arrange accordingly; reporting to the Superintendent from the first open telegraph or telephone office."

Mr. Carter: That would indicate when it becomes necessary to use a hand brake, they must consult the superintendent, is that right?

Mr. Merriman: That rule is made as a part of the general air brake rules that apply in steam operations as well as electric operations, from the fact that the law says you must have 85 per cent of your air brakes in your train, and when from any cause an air brake compressor should fail, or a broken brake pipe, or something of that nature, and you do not have any air on your train, that is when you consult your Superintendent.

Mr. Carter: But not when making these switches?

Mr. Merriman: No, sir.

Mr. Carter: Will you turn to page 31, beginning at the words "Pantagraphs must be lowered"—last column of page 31.

Mr. Merriman: "When a ground develops—"

Mr. Carter: No, page 31, last column? "Pantagraphs must be lowered before a train passes through cross-over switches,—"

Mr. Merriman: "Pantagraphs must be lowered before a train passes through cross-over switches, whether from one main track to another, or from a yard track to a main track, except on locomotives or trains leaving New Rochelle yard, and at end of four-track sections."

Mr. Carter: Read on.

Mr. Merriman: "Before pulling four-point jumpers on electric engines, multiple unit cars or car 4011, it is necessary to make sure that power is off of the four-point jumper line. On multiple unit cars the power can be taken off this line on a. c. by pulling the plug in the master controller, or by lowering the trolleys, but on engines and on car 4011 the power can only be removed by lowering the trolleys. Before attempting to pull the jumpers between cars, employes must know that power is off this jumper line by one of these methods."

Mr. Carter: Do you think these instructions here are precautionary measures?

Mr. Merriman: Yes, sir, they are.

Mr. Carter: Indicating danger?

Mr. Merriman: Yes, sir.

Mr. Carter: Have you any other information in your possession which shows the danger to which railroad men are exposed in these electrically operated railroads?

Mr. Merriman: We have a set of photographs that were made by the General Surgeon of the New York Central Lines, of burns received by employes, that show the danger to employes.

Mr. Carter: Before you refer to these photographs, did you learn of engineers or firemen, or anybody else being hurt there?

Mr. Merriman: Yes, sir.

Mr. Carter: Will you describe that?

Mr. Merriman: We have a record of men being burned and killed. Engineer Rood stepped from the cab to the running board to adjust some part of the machinery; got too close to the high tension wire and the current passed through his body, killing him instantly, melting the gold filling in his teeth. A fireman was electrocuted on tender of engine, and Conductor Gebhardt, who was well informed of the danger, forgot himself momentarily, and was electrocuted.

Mr. Carter: You did not get the record of all the accidents that occurred there?

Mr. Merriman: No, sir.

Mr. Carter: Just those called to your attention?

Mr. Merriman: Yes, sir.

Mr. Carter: How many days were you and this Aldermanic Committee, and the committee representing the Employes of the Chicago Railroads, in New York?

Mr. Merriman: The Aldermanic Committee was there three days. We put in ten days, Mr. Bamrick and myself, and Mr. Pinkerton was there all the time we were there, and he was there thirty-three days previous to that. I have some more records of engineers.

Mr. Carter: Read them.

Mr. Merriman: Engineer Phillips, in charge of a steam engine at New Rochelle, while in the act of looking at a sand box, accidentally raised his head close enough to the wire to bring it in contact with the current. The fireman states that the engineer did not touch the wire at any time, but the result was immediate death.

Mr. Stone: If I may, I might state, in that particular case, that the engineer, by actual measurement, could not have come closer than 16 inches to the wire.

Mr. Carter: And what are the instructions, not to come within fourteen or eighteen inches of the wire?

Mr. Merriman: Fourteen inches are the instructions in all the instructions that we found.

Mr. Carter: Why do they caution them not to come within fourteen inches of the wire?

Mr. Merriman: On account of the high current going through those wires, which is 11,000 volts. The current is so strong that it will draw a person's body to the wire, acts as an arc.

Mr. Carter: What is known as the spark in this length of fourteen inches, that is what is called an arc?

Mr. Merriman: Yes, sir.

Mr. Carter: You don't have to touch the wire to get that?

Mr. Merriman: No, sir.

Mr. Carter: Have you another case where a pantagraph became deranged and he was moving it with a pole supplied by the company to remedy it?

Mr. Merriman: Engineer Burch, at Stamford Terminal, had occasion to raise his second pantagraph trolley; the second trolley being connected with the first by cable connection, was charged with the entire voltage carried on the circuit. Through a system of raising these trolleys by air pressure, this one refused to work. It was then necessary for the engineer to use a prepared pole to place this in working condition by unfastening an automatic latch; when contact was made, the result was he received the shock of the entire 11,000 volts. The pole used for the purpose is supposed to be entirely safe, but it in this case was covered with carbon dust, which carried the current directly to him. The result was death at the end of six weeks.

Mr. Carter: Now, Mr. Merriman, I understand that this was a pole prepared and furnished by the railroad to do this class of work, and it was understood to be an absolute protection against the electric current.

Mr. Merriman: That was our information.

Mr. Carter: And in its original condition, it would have been?

Mr. Merriman: It would have been a non-conductor, yes, sir.

Mr. Carter: It was discovered—as I understand from what you say, after his death occurred, they found that the carbon from the smoke had accumulated on the surface of this

wood, and had acted as a conductor from the wire to the engineer's body?

Mr. Merriman: I would not say that the carbon accumulated there from smoke, because this was an electric engine, but the carbon accumulated there from somewhere, and acted as a conductor on this pole. When it was necessary for the engineer to use it he was killed.

Mr. Carter: Any other cases?

Mr. Merriman: Engineer Elliott, of Stamford, had occasion to go on the roof of his locomotive to adjust the bell-ringer. In doing so he came in contact with the wire; result, severe burns and crippled for life.

Mr. Carter: Any other cases?

Mr. Merriman: I have cases here of linemen and brakemen. Do you want those?

Mr. Carter: We will take it for granted that the linemen and brakemen are injured often enough.

Did you secure some photographs from the Chief Surgeon of the New York Central Lines?

Mr. Merriman: Yes, sir, from the assistant surgeon, by order of the chief surgeon.

Mr. Carter: Are those the photographs? (Handing objects to witness.)

Mr. Merriman (after examining): These are photographic reproductions of part of those we secured.

Mr. Carter: Mr. Chairman, we desire to introduce this as Exhibit 48. I only have two copies now, which I understand complies with the law. We are having photographic reproductions made of twelve additional sets, and we hope by tomorrow to have one for each member of the Board, one for counsel for the railroads, and one for ourselves.

The Chairman: That will be entirely satisfactory.

(The photographs so offered and identified were received in evidence and thereupon marked "Employees' Exhibit No. 48, January 15, 1915.")

Mr. Carter: Now, will you describe exactly how you got these photographs?

Mr. Merriman: Mr. Pinkerton and myself called at the office of the Chief Surgeon of the New York Central Railroad

in New York, and requested that if there were any photographs of that nature in existence, that he be kind enough to let us take a set of them. He gave us an order to his assistant over in the Grand Central Station, and we took the order to the assistant and he delivered the photographs to us and we brought them here to Chicago and had photographic reproductions made from them, as you see there.

Mr. Carter: I understand that the set of photographs loaned you by the assistant or the chief surgeon of the New York Central Lines was brought to Chicago and these copies made?

Mr. Merriman: Yes.

Mr. Carter: And the photographs, the property of the New York Central lines, were returned to them?

Mr. Merriman: By parcel post.

Mr. Carter: And the photographer is in this city and can furnish additional copies?

Mr. Merriman: Yes.

Mr. Carter: Do you know whether these hands and arms that you see here, so badly burned with electricity, were those of engineers and firemen, or do you know anything about it?

Mr. Merriman: All I know about it is that the doctors told us that they were burns of employes on these lines, and that the patients had been treated by Dr. Sanford, a former surgeon of the New York Central Lines.

Mr. Carter: That is all you know of these photographs?

Mr. Merriman: Yes, sir.

Mr. Carter: But you do know, as described by you, that these figures set forth the effect of electricity when applied to railroad service?

Mr. Merriman: Yes, sir.

Mr. Carter: Is there anything else you desire to say, Mr. Merriman, about this investigation?

Mr. Merriman: No, there is nothing particularly, except that in our report to the Automatic Committee of the City Council on Railway Terminals, we took the information that had been secured by Mr. Pinkerton in his investigations in New York, coupled it in with the information that we had received during our investigation, and put it into book form.

Mr. Carter: Is that the book?

Mr. Merriman: That is the book.

Mr. Carter: We desire, Mr. Chairman, to introduce this book as Exhibit 49.

(The document, so offered and identified, was received in evidence and thereupon marked "Employee's Exhibit, No. 49, January 15, 1915.")

Mr. Carter: In a general manner, Mr. Merriman, does that set forth what you have told us from your personal experience?

Mr. Merriman: Yes, sir.

Mr. Carter: Is there anything in this book that you think should be read at this time to express something that you have not already expressed?

Mr. Merriman: On page 12, I would like to call the attention of all present that in presenting our arguments to the City Council in opposition to electrifying the Chicago terminals, you will see that we only wanted to go into this electrical condition from the safety point of view to the employees.

Mr. Carter: Read the first three paragraphs there, to express that intent.

Mr. Merriman: "This review of electrical operation of railways is from the viewpoint of safety. It is not intended to discuss the merits of electricity as a motive power, or give any graphic description of its workings other than to touch on operation and construction sufficient to demonstrate attendant dangers.

"If accidents to the traveling public, workers, business men, and pleasure seekers, can be minimized, the American railroad employe is willing to make sacrifices to accomplish this end.

"When this purpose is served railroad employes feel that the *public should reciprocate by considering their safety.*"

Mr. Carter: That was really the basis of your opposition to the orders introduced in the City Council?

Mr. Merriman: That was it exactly.

On page 17, the last paragraph:

"The following quotation from a railroad official when speaking of the safe operation of the single-phase (that is the third-rail) shows lack of the application of practical knowledge to so important a question when safety of human life is at stake: 'The direct-current power of the switching engine is 22 feet out of the way, while, in the case of the direct-current, the

third-rail is continually 18 inches in the way, especially when someone is in a hurry to cross the yard;’ assuming that it is not necessary to get off the ground, the opinion of this official might be correct, but, he forgot about the men whose duties require them to go on top of box cars, and the New Haven, with few curves to work on, is now facing a problem how to operate, and keep employes from the top in compliance with the following order issued by the Public Service Commission, Second District, State of New York.”

That is the order I just read.

Mr. Carter: That shows that there is danger, no matter what precautions are taken?

Mr. Merriman: Yes.

Mr. Carter: On page 22, last paragraph, page 22:

“In the Oak Point Yard of the New York, New Haven & Hartford Railroad, where electrical and steam engines are operated side by side, red lights are kept burning to warn men riding cars handled by steam locomotives to get off, in case they should enter the electric zone.”

Pages 49, 50 and 53, you will find the rule embodied in the time card that I have just gone over.

Mr. Merriman: On page 66 there is an appendix that will call attention to information in the New Rochelle Hospital. We did not visit the New Rochelle Hospital, where these burns are taken care of, because we could not get permission to do so.

Mr. Carter: What is this letter to Bamrick, from somebody who seems to be afraid to sign his name?

Mr. Merriman: This letter was written to Mr. Bamrick and I have the original copy in my file, by an employe, a trainman on the New Haven Railroad. He was afraid to have us use his name for fear he might lose his position. He is the man that furnished us with this part of the death warrant which I have referred to.

Mr. Carter: You don’t care to read the letter?

Mr. Merriman: Do you want the letter read?

Mr. Carter: I think you had better read it.

Mr. Merriman: Do you want me to read the original, or this?

Mr. Carter: If you know that this is correct it will answer. I don’t want to expose the man who wrote the letter.

Mr. Merriman: All right, I will read this.

“Mr. R. P. Bamrick,
 “Lodge 752, B. R. T.,
 “Chicago, Ill.

“Dear Sir:—

“In answer to your letter I would say if you adopt the electrification you will fill many grave-yards very soon, and also have plenty of cripples to look after, as it has caused a number of deaths to engineers and trainmen already. You do not have to fall between cars to get killed with this system, as you take your life in your hands every time you go on top of the cars. As you saw when you were here for inspection, also enclosed you will find Notice No. 100, which the company makes us sign, and other part—the death warrant—they keep, and if I was in your city I would be able to tell you more than I can in writing.

“Yours fraternally,”

(Signed in blank.)

Empire City Lodge, No. 197, B. R. T.

Mr. Carter: I notice you also have some photographs printed in here, some of which are in that bound volume of photographs.

Mr. Merriman: Yes, sir.

Mr. Carter: Turn to page 40. You haven't got that picture in your collection, have you?

Mr. Merriman: No, sir. This is a picture that was demonstrated by Dr. J. J. Morehead, in a lecture before the College of Physicians and Surgeons in New York City, in which he shows this accident to a workman. This picture was taken six years after the accident occurred.

Mr. Carter: I note on page 83 you have a series of questions and answers; was that for the purpose of answering questions that might be asked by citizens?

Mr. Merriman: This set of questions, or most of them, were propounded to us by the chairman of the Railway Terminals Committee, and they were put in this book for reference.

Mr. Carter: Then this book was practically your report as a member, or members of this association of railway employees in the city of Chicago?

Mr. Merriman: Yes, sir.

Mr. Carter: Is there anything else you desire to say?

Mr. Merriman: I would say that after this report had been thoroughly read by the members of the City Council, that there was a general disposition to not, at this time, force electrification in the Chicago terminals.

Mr. Carter: That is all.

Mr. Sheean: That is all.

(Witness excused.)

Mr. Carter: Mr. DeGuire. Mr. DeGuire has already been sworn, I think, Mr. Chairman.

The Chairman: Yes.

Mr. Carter: Before I address Mr. DeGuire, Mr. Chairman and gentlemen, by referring to page 686 of the proceedings of December 9th, 1914, the following appears:

“Mr. Sheean: That is the average of the oldest man on each seniority district?

“Mr. Carter: Yes, and indicates that every engineer on that road who has been promoted within that average period of nearly seven years is also back, firing; and would indicate further that the firemen who have been displaced—well, I do not know what they are doing. Perhaps they are contributing to the necessity of providing soup kitchens.

“Mr. Sheean: That information is also shown, is it, by this exhibit—what you last volunteered?

“Mr. Carter: That firemen are laid off? Yes.

“Mr. Sheean: That firemen are now contributing to soup kitchens.

“Mr. Carter: I think I prefaced that statement by saying I do not know what they are doing. They may be contributing to the necessity of soup kitchens; and from what I have heard, they are in a most distressing state of affairs.”

By turning to page 693 of the proceedings for the same day the question again arises, as follows:

“Mr. Sheean: But where you had no earnings whatever in a month, and no knowledge or information as to whether the man was on that road or not, whether he was available or not, you did not include the months where there was no amount of money in striking your average?

“Mr. Carter: We understood that he was available, and

in my judgment he was, but there was no work for him. In order not to exaggerate the conclusions reached in here, we did not use that in the number of months in which we divided the earnings.

"Mr. Sheean: You say your information was that he was available. What was that information on which you base that statement?

"Mr. Carter: General knowledge of the conditions, the immense correspondence that reaches our office from these very men who are asking me if I know where they can get a job.

"Mr. Sheean: Well, now, Mr. Carter, let us take one of the men here as shown in this exhibit with whom you have had that correspondence during any part of that time, and just give us that one individual.

"Mr. Carter: I can not without going to Peoria to get the records. I will say we have abundance of evidence, and, if the Board please, I would suggest that we take up the time of the Board in putting on as many witnesses as may be necessary and the Board will say when they are tired, showing the distress of these men, whose time I did not get."

Now, Mr. Chairman, within a few days thereafter I addressed a series of questions to the Local Chairmen of our lodges on roads participating in this movement. These replies have been received from about 80 per cent of them, I think, and I delegated to Mr. DeGuire the work of compiling the replies.

G. N. DeGUIRE was recalled for further examination and having been previously sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Carter: Mr. DeGuire, in the compilation of these replies, did you prepare that book?

Mr. DeGuire: That is the book that I prepared, yes, sir.

Mr. Carter: We desire to introduce this book as Exhibit 50.

(The document, so offered and identified, was received in evidence and thereupon marked "Employes' Exhibit No. 50, January 15, 1915.")

Mr. Carter: Mr. DeGuire, will you, in as brief a manner as you can, with justice to the subject, review the contents of this book?

Mr. DeGuire: By a careful study of this table it will be

seen that while business has increased on some railroads in the Western territory, due to winter weather, etc., there are as yet many places where firemen are out of employment and, due to the fact that they are unable to find work of any description, are actually dependent on the charity of their fellow workers. This table also indicates that the men working on the "extra boards" are making very low wages because of the overstocked condition of such boards, but the men have preferred to endure this condition rather than displace many more firemen.

While the depression in business has resulted in a large number of firemen being thrown out of employment, it will also be noted that the number of firemen thus affected has been greatly increased by the introduction of heavier power.

The reports received from Canada show that many of the firemen are out of service and have enlisted as soldiers in the present war.

Mr. Carter: How many men were accounted for as being out of employment on account of big engines and depression of business, in these reports?

Mr. DeGuire: 6,312.

Mr. Carter: How many men did not have this information? Or, rather, did not reply?

Mr. DeGuire: About 20 per cent of the chairmen did not reply.

Mr. Carter: Then 80 per cent of the information would indicate that 6,312 firemen are cut off at the present time on account of big engines and depression in business.

Mr. DeGuire: Yes, sir.

Mr. Sheean: Mr. Carter, a question or two preceding that, I think you put it in the form of "How many men are out of employment," and the answer was 6,312. This last question, I think, was intended to cover the same thing, that men are cut off the firemen's list, it may not necessarily mean are out of employment. There is a question or two back, and I thought there might be a little confusion about it, and the last question was what you intended to cover by the 6,000, was it not?

Mr. Carter: Yes, it is possible that these men may have other employment.

Mr. DeGuire: It is, but the reports will indicate that many of them have no employment whatever.

Mr. Carter: Now, what other statement do you desire to make?

Mr. DeGuire: In answer to question 3—that is, the one that we ask about those in need and distress—the replies show that a large number of firemen that are out of employment are in financial distress. Some have sick families. Others have wives in a delicate condition, and are unable to leave to seek employment elsewhere. Many firemen have made extended trips seeking employment, but without success, and others are working as roundhouse men, wipers, cinder pit men, and in fact doing any class of work they are able to find. There are many, many of these firemen existing on their good credit, and the information received indicates that unless some relief is found there are many who will be without the necessities of life. In many cases the report shows that lodges of the Brotherhood of Locomotive Firemen and Enginemen are extending financial assistance to many of these firemen and their families.

Mr. Carter: Then it would appear that there are many men in distress. Did you find it so?

Mr. DeGuire: Yes, sir, according to these reports.

Mr. Carter: Now, when you read again, try and not read quite so fast. What do these tables show? I notice you commence with the Atchison, Topeka & Santa Fe. Why do you commence with the Atchison, Topeka & Santa Fe?

Mr. DeGuire: Because we have tried to show the railroads in alphabetical order.

Mr. Carter: No special effort to discredit the Santa Fe because we always introduce them first, is there?

Mr. DeGuire: No, none whatever.

Mr. Carter: No more than there is an effort to shield the Union Pacific or Wabash because they are last?

Mr. DeGuire: None.

Mr. Carter: Well, this first column, do I understand that it shows the name of the railroads, and under it the names of the towns from which you received replies?

Mr. DeGuire: Yes, sir.

Mr. Carter: And that applies all the way through?

Mr. DeGuire: All through the table.

Mr. Carter: Are there any special reports that you desire to call the attention of the Board to?

Mr. DeGuire: Yes, there are some that are worse than others. You take Clovis, New Mexico, you will find from reading that report, it says:

"Since the large power was installed on this division the seniority list has gradually decreased from 61 men in 1912 to 38 men at the present time. These 38 men include 10 engineers who are back firing, leaving only 28 engineers who are actually on the firemen's seniority list at the present time."

Mr. Carter: You misread that. "Leaving only 28 men who are actually on the firemen's seniority list at the present time", instead of twenty-eight engineers.

Mr. DeGuire: Did I say twenty-eight engineers? Pardon me.

Mr. Carter: I notice you have a check mark here on the right. For what purpose?

Mr. DeGuire: It was to call your attention to that specific case.

Mr. Carter: It says, "The majority of these men have families and are in a very bad financial condition."

Mr. DeGuire: No, that is under the head of the Denver, Colorado, report.

Mr. Carter: Well, I made a mistake. What from Denver, Colorado?

Mr. DeGuire: The report from Denver, Colorado, shows fourteen men cut off, and the men who are cut off now have been on the extra board all the present year, and some of them have been in service since September, 1910. The youngest fireman on the extra board is a promoted man.

Mr. Carter: Does he mean by that that the youngest extra fireman is an engineer?

Mr. DeGuire: I would so undersand it.

Mr. Carter: Then what has become of all the firemen that were there when this man was an engineer?

Mr. DeGuire: They have been dismissed from the service.

Mr. Carter: Would that indicate that the firemen are carrying a precarious burden of employment?

Mr. DeGuire: It would so indicate.

Mr. Carter: The conditions under which he works are those over which he has no control.

Mr. DeGuire: He has no control over them.

Mr. Carter: Pass on.

Mr. DeGuire: Now, over on the right, relative to these same fourteen men, the Chairman states that the majority of these men have families and are in very bad financial condition.

Mr. Carter: Go on.

Mr. DeGuire: I next drop down to East Las Vegas, New Mexico. The report from there states six have been cut off within the last thirty days. Of these six one has a sick wife, and two are left with practically no money, one of them not having money enough to pay bills. Two returned to their parents, and the remaining one had enough to keep him for only a few weeks.

In the last column you find as follows:

"Two of those cut off are compelled to remain here on account of wives' health and resources will soon be gone. Four will scarcely be able to pay bills before leaving. In fact, one informs me he cannot leave, having no funds, and must remain until something can be found. One other is working for his board in a restaurant."

Mr. Carter: Just read the important points.

Mr. DeGuire: San Bernardino, California. "Twelve have left for work elsewhere, seven of these having obtained employment on police force, in grocery stores, on street work, and one in roundhouse. The remaining five are still out of employment, as follows: The men named are all down to their last dollar, and soon will be in need, if not now."

Winslow, Arizona, reports as follows: "While there are none that I know of in actual need, yet practically all of those cut off are having an awful struggle to make a decent living. Many of them have families and are deeply in debt for groceries and other living expenses. They are working in the roundhouse as common laborers, and some of them are driving teams, digging ditches and doing other kinds of poorly paid labor, which is all that they can obtain."

Needles, California, reports that they have from five to twelve applications for assistance each month.

Mr. Carter: Will you explain what that means?

Mr. DeGuire: That means that men are unable to meet their expenses, and they have asked the Lodge to assist them, and in some cases to pay their Lodge dues, so as to keep up their insurance for them.

The report from Chicago, Illinois, on the Baltimore & Ohio Chicago Terminal says: "There are two firemen, the sole support of their families, who are in great distress. They are cut off from our seniority list, and would be in a fair way to starvation if it were not for the financial assistance they are receiving from Lodge 715, B. of L. F. & E.

East Chicago, Indiana, on the same road, reports as follows: "For the past four or five months we have had too many men on the extra list, some of them getting as low as two days in one week. About three weeks ago there was one transfer and two switch engines pulled off and since then the regular men are working from one to four hours longer per day while the men who were put back on the extra list cannot make expenses."

Mr. Carter: Just pick out the cases that demonstrate my statement that men are suffering, was correct.

Mr. DeGuire: Rainy River, Ontario. "Seven have asked the Lodge to assist them financially, and there probably will be more next month in need of assistance.

Dropping down to Brandon, Manitoba, "We have about twenty single firemen who can get no work anywhere, have no money and are getting their board on credit with the understanding that they pay when they get work. We also have about the same number of married men who can get no work and are existing on the credit extended by the landlord, boot merchant, butcher and grocer. When this credit is stopped, as it must be eventually, we will have need and distress spelled in big capital letters."

Dropping down to Calgary, they have one hundred and twenty-three firemen cut off at that point. He says, "Do not know of any in distress. There would have been a greater number out of work but for the fact that a great number have gone to war."

Medicine Hat: "Forty-two; very likely more to follow soon." In addition, eight are still there. Eight have left the territory and fifteen have enrolled in the Expeditionary Force on account of no work to be had in this country.

Relative to the ones in need, he says: "This is a very hard question to answer accurately. To my own personal knowledge, there are three married men who are living on almost nothing, just getting enough food to keep them from starving. Others

say that if the grocer refused them further credit they would have to apply to the committee in charge of the Provincial Government Relief Fund for help."

Dropping down to Ft. William, Ontario, we find eighty-five cut off. Ten of those have enlisted for active service. Can not say about any more. He says, "Do not know of any in actual want, about fifteen are back in the shop wiping, and manage to make a living."

Turn to page 10, Brookfield, Missouri.

Mr. Carter: That is on the Burlington?

Mr. DeGuire: On the Burlington. He says relative to the large engine: "In slack times firemen taken off are put at work in round house. Eight firemen promoted in 1907, ran a few trips before the large engines were placed in service, but have not made a trip since and no chance for them."

Turn to Clarion, Iowa, down at the bottom of page 11. He says, "Three at present, and six more will be cut soon."

Mr. Carter: Well, I don't care about that, so much, unless it is a large number, but I want the distress brought out.

Mr. DeGuire: Here is what he says relative to that: "Yes, two at present. One of these the company has kept out of employment on other railroads for over a year."

Mr. Carter: How is that?

Mr. DeGuire: In need and distress column, the third column, he says: "Yes, two at present. One of these the company has kept out of employment on other railroads for over a year."

Mr. Carter: Do you think that has that tincture of what we were talking about this morning?

Mr. DeGuire: Why, I thought so when I read it.

Mr. Carter: Go on.

Mr. DeGuire: Montevideo, Minnesota. On the Chicago, Milwaukee & St. Paul, page 13.

"There is at the present time no distress or actual need, because town is situated in great farming and small manufacturing district, where men can secure employment, but in winter when most of these industries shut down, do not know how some men with families can escape destitution. This condition is practically all due to the heavy power. In six years our tonnage west bound has increased from 850 to 3,000 tons."

Mr. Carter: That is dispensing with three and a half men?

Mr. DeGuire: Just about.

Tomahawk, Wisconsin, same road, page 13. He says:

"Yes, several of those cut off and now out of employment are absolutely helpless, not even having money to pay lodge dues or fire or life insurance. Several have not had money for lodge dues for the last three months.

Milwaukee, Wisconsin, on the same page. There have been one hundred and twenty men cut off at that point.

Turning to page 14, Oak Park, Illinois: "From information received from men who, for the past nine or ten months have been on the reserve list and still hold their rights as firemen on this division, I find that a large majority of them have gone in debt, with the expectation of resuming work at any time, and not wishing to give up their seniority rights. Several members, unable to pay their lodge dues, have asked the Brotherhood to assist them."

Chadron, Nebraska, on the Chicago & North Western:

"Several have advised that they are unable to get work, two have requested money on account of no employment."

Escanaba, Michigan. Sixty were cut off: "As the winter season is the dull period in this part, all industries are running with smaller force than usual, and it is almost impossible to obtain work. Therefore, all those men cut off and thrown out of work, are facing a long, hard winter, with practically no chance of obtaining work. About twelve of them are married men with families."

Green Bay, Wisconsin, on page 16. Forty have been cut off.

"Yes, we have been compelled to assist quite a number of our members on account of financial distress, and unless business picks up we will have to help many more."

You will find a footnote 1, opposite the "forty."

Mr. Carter: What does the footnote read?

Mr. DeGuire: The footnote reads as follows: "The following table will give you the names of firemen dismissed on account of reduction in force, date when dismissed, date re-employed, and date dismissed the second time. Some of these men were in the service only a few weeks, while the oldest fireman laid off was in the service about three years. You will also note that all of these men, with the exception of the last six dismissed, were not reemployed up to November 14, 1914."

Down at the bottom of the table you will find as follows:

"You will further note that the last six firemen shown in this table were dismissed on November 10th and reemployed on November 14, 1914, having been cut off the list four days. Under Article 31 of the schedule in effect on the Chicago & North Western Railway, these firemen lost about three years seniority rights, due to the fact they were out of service four days. This article reads as follows:

" 'Firemen employed must be able bodied, of good habits, fair education, over twenty-one and under twenty-seven years of age. Firemen previously employed in engine service will be eligible, if between the ages of twenty-one and thirty years.

" '2. Surplus firemen will be dismissed from the service, and only enough men retained to perform the service properly and promptly. If dismissed firemen are reemployed, they rank as new men.' "

Mr. Carter: If the firemen are reemployed they will rank as new men, is that the cause of the insistence of the company to have that in there?

Mr. DeGuire: Yes, sir. The North Western Committee has made efforts at different times to secure a modification of that rule, but without success.

Mr. Carter: Then it is a fact that the company has much to say concerning what appears in the schedules?

Mr. DeGuire: Yes, it is.

Mr. Carter: Go on.

Mr. DeGuire: Boone, Iowa, on page 18. "The large engines have delayed promotion about seven years on the Iowa Division of the C. & N. W. We have men promoted seven years ago who are now firing and who have been in the service sixteen years."

Mr. Carter: If, after a while it is shown by railroad officials themselves—railroad authorities, that a vast number of huge engines have been introduced in service, and have displaced many engines and men, you think then, perhaps, this would be the logical result of such practice?

Mr. DeGuire: I really believe it would be.

Mr. Carter: But suppose, Mr. DeGuire, that there should be a sudden spurt of business, it is possible an increase in business would offset the introduction of large locomotives?

Mr. DeGuire: That is true, but when the spurt of business

was finished and you got back to normal working conditions, then it would have its effect.

Mr. Carter: Go on.

Mr. DeGuire: Goodland, Kansas, on the Chicago, Rock Island & Pacific. "Some stayed here, and if they could get credit, existed, but are in debt so that it will take a year's hard work to get out again."

Rock Island, Illinois, on the Rock Island Line. "Yes, two or three with families have been in need, and some who had started to buy homes, are having a hard time to make payments."

Shawnee, Oklahoma. "All are in want, as they had been on the board only from four to six weeks. Eight of these were cut off early last spring and were placed on the board again in July, working about two months, then again cut off. Each time they were laid off they looked elsewhere for employment, but must return when needed, thus making it impossible to lay aside anything from their earnings."

The Chicago, St. Paul, Minneapolis & Omaha, page 20. Altoona, Wisconsin. "Fifty-five firemen were cut off the list early last winter, and thirty more last September. On December 1, 1913, the list contained two hundred one men; it is now cut to one hundred fifteen. The men now employed on our extra lists are not making a living, and the older men want another cut made."

He says, "Nearly all are in need. Although I cannot claim that the men are in actual distress, a large majority of the men are certainly hard up as business has been poor for some time and consequently they were unable to save anything."

Colorado & Southern, Trinidad, Colorado, page 21.

"Yes. Fireman A. E. Stevens was cut off the board the 1st of December. He is a married man and was compelled to leave here to seek employment, did not have money enough to pay his room and board bill, and has been given financial assistance by the Lodge for the past five months. Also T. B. Cubbins had to leave here on account being cut off the board and he has not made expenses, was compelled to leave here on the tramp".

Mr. Carter: Mr. Chairman, it is not our purpose to prolong this negotiation by reading as we have, and I realize that

no member of the Board would, perhaps, have opportunity to read these exhibits, but what has been read I think is typical in the same proportion to the pay as has been read before. Isn't that true?

Mr. DeGuire: That is true.

Mr. Carter: If we had more time, I think that by continuing the reading of this we could convince the Board that the lot of a fireman is indeed hard, because of what I have been pleased to term the precariousness of his employment. It shows that even men with many years of service may find themselves without employment and no possible means of supporting their families. Unfortunately, when the railroad business is bad, business all over the country is bad, and we believe that the fact that firemen are confronted with such conditions should be considered in the reaching of an award.

Mr. DeGuire, I will not ask you to take up any more time in reading these unless you have some special point to which you wish to call attention.

Mr. DeGuire: I would like to have you turn to page 37, for the Southern Pacific.

Mr. Carter: If you are skipping to page 37, you are doing very well.

Mr. DeGuire: There are some in between to which I want to call attention later. "Tucson, Arizona. Yes. C. W. Richardson, 625 Herbert Street, Tucson, Arizona, commenced firing November 10, 1912, till along in 1913. Prospects of regular job loomed up. Arranged for intended wife to come from England. Married and went to housekeeping. Depression came in business. October 5, 1914, cut off board. He still owes on his furniture, has grocery bills, and his wife is in delicate health, meaning doctor and nurse bills. He is very despondent.

"J. H. Foster states that he is heavily in debt. He commenced firing July 11, 1912. He was cut off October 5, 1914. As he has a wife and child to support and recent sickness which placed him under obligations, he will have to ask for aid unless something turns up."

The other ones following are equally as bad. Now, please turn back to page 31, St. Louis, Missouri, on the Missouri Pacific-Iron Mountain, continued. "Forty-one firemen. The reduction has been caused by large engines and detouring freight

over a water grade division. Tonnage has been increased two hundred tons on the hill and five hundred on the level track. Large superheater engines which came to this division fall of 1911, handle 475 tons more than the engines in service at that time on the hills and 1,200 tons on the level. Passenger trains handle 13 cars now against 9 cars in 1909. No increase in any pay for any engine since 1910.

"In 1910 largest engine on division was 22x30 cylinders—saturated freight—tonnage has been increased 150 to 400 tons on hills and 520 on the level track. New engines came in fall, 1911—cylinders 27x30—superheated steam. Largest passenger engine in 1910—23x26, saturated steam. New engines cylinder 26x26 and some 28x28 superheater. Rate is \$2.80 per 100 miles, same rate paid as in 1909 for small engines. Transfer run St. Louis to Ivory hauled in 1909 from 65 to 80 cars, now they haul up to 130 cars and pay the same, i. e., switch rate, \$2.50 for ten hours."

Now, if you wish, I could go on through this book—

Mr. Carter: No, don't. It is bad enough as it is. It makes me cry. Go ahead past 37.

Mr. DeGuire: Page 36.

Mr. Carter: Page 36 then.

Mr. DeGuire: Los Angeles, California—no, Ogden, Utah, is what I mean, I skipped a point. I want to call your attention to Los Angeles, they had 58 cut off. Ogden, Utah. "Yes, there are seven married men, three of whom are without means of support. One more married man with family of children will be cut off tomorrow. We have four extra men at this point not averaging \$40.00 per month. Three are married men."

Mr. Carter: Now, be as brief as you can, we want to get through with it.

Mr. DeGuire: Hugo, Oklahoma. "B. of L. F. & E. took up a relief fund for one man who had a wife and two children—sick and in distress."

Kansas City, Missouri. "Eight firemen cut off. Engines pulling 1,800 tons a year ago, now pulling 2,000 tons."

Mr. Carter: Don't read the tonnage. We will prove that directly.

Only read the most important cases, only those as to distress.

In fact, Mr. Chairman and gentlemen, I recognize that we perhaps have prolonged this proceeding longer than we at first anticipated, but matters developed that seemed to me and to Mr. Stone, to make it necessary to prepare additional evidence. The purpose of this exhibit was to demonstrate that I was right in my conclusion that there was great distress on account of the introduction of large engines and because of the depression in business.

Now, Mr. DeGuire, is it a fact that this book shows a large number of points where there has been no reduction?

Mr. DeGuire: There are many points where there has been no reduction.

Mr. Carter: And that is shown here?

Mr. DeGuire: Shown in the book, yes, sir.

Mr. Carter: You have concealed nothing?

Mr. DeGuire: Everything that came in the reports is in the book.

Mr. Carter: That is all.

Mr. Sheean: That is all.

(Witness excused.)

DAVID B. ROBERTSON was called as a witness and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Carter: State your name?

Mr. Robertson: David B. Robertson.

Mr. Carter: Your place of residence?

Mr. Robertson: Youngstown, Ohio.

Mr. Carter: What is your present occupation?

Mr. Robertson: Vice-President, Brotherhood of Locomotive Firemen and Enginemen.

Mr. Carter: To what work have you been assigned during the past month or two?

Mr. Robertson: Preparing matter from the proceedings of the conventions of the Master Mechanics, Traveling Engineers, and also from leading railway publications, such as the Railway Age Gazette, Locomotive Engineering, and Railway World.

Mr. Carter: Is the American Master Mechanics' Association considered authoritative on all matters pertaining to railway mechanics?

Mr. Robertson: Yes, sir; that is my understanding.

Mr. Carter: Are the members of this association men high in the mechanical official ranks of railroads?

Mr. Robertson: Yes, sir.

Mr. Carter: Whatever they say upon a subject, is it usually considered of weight?

Mr. Robertson: It is.

Mr. Carter: What of the Traveling Engineers' Association?

Mr. Robertson: It is considered very much in the same light as the Master Mechanics, except that the Traveling Engineers devote more time to the matter of transportation, while the Master Mechanics devote a great deal of time to the mechanical discussions.

Mr. Carter: As I understand it, the subjects usually discussed at conventions of the American Master Mechanics' Association are general in their character, and much of it relates to the purchase of motive power and its maintenance, is that not true?

Mr. Robertson: Yes, sir.

Mr. Carter: In the Traveling Engineers' Association's conventions much of their discussions are also devoted to this matter, are they not?

Mr. Robertson: Yes, sir.

Mr. Carter: And also to the actual operation of the locomotive?

Mr. Robertson: To the actual operation of the locomotive, yes, sir.

Mr. Carter: What is the Railway Age Gazette?

Mr. Robertson: It is recognized as an official publication of the railways.

Mr. Carter: It is not maintained by the railways directly, that is, they do not pay the expense of keeping up the publication, do they, except as subscribers and advertisers?

Mr. Robertson: I do not understand that they pay the expense of publishing the book.

Mr. Carter: But it is largely patronized by railroad officials, is it not?

Mr. Robertson: Yes, sir.

Mr. Carter: And considered an authority on railway subjects?

Mr. Robertson: Yes, sir; that is my understanding.

Mr. Carter: What of Railway and Locomotive Engineering?

Mr. Robertson: It is recognized very much in the same light as the Railway Age Gazette.

Mr. Carter: Railway and Locomotive Engineering treats generally of the actual operation of locomotives, does it not?

Mr. Robertson: Yes, sir, very much so.

Mr. Carter: The Railway Age Gazette treats of all matters pertaining to railways?

Mr. Robertson: Yes, sir.

Mr. Carter: Do you find that the Railway Age Gazette very often contains articles contributed by the leading railway officials of the country?

Mr. Robertson: Yes, sir, quite often.

Mr. Carter: If any railroad official would contribute an article to the Railway Age Gazette or the Locomotive Engineering or the Railway World, it could be considered as stating the facts, could it not?

Mr. Robertson: It is so considered. That is my understanding.

Mr. Carter: What of the Railway World?

Mr. Robertson: The Railway World is recognized very much in the same light as the Railway Age Gazette, except that it dwells on financial matters largely.

Mr. Carter: It is largely a financial publication?

Mr. Robertson: Yes, sir.

Mr. Carter: But it does sometimes treat of railroad operations?

Mr. Robertson: In general, yes, sir.

Mr. Carter: I have one of your books here, entitled "The Evolution of Increased Power and Tonnage." Do you identify that as being one of the books prepared by yourself?

Mr. Robertson: Yes, sir.

Mr. Carter: We desire to introduce this pamphlet entitled "Evolution of Increased Power and Tonnage," as Exhibit 51. The document, so offered and identified, was received in evidence

and thereupon marked "Employees' Exhibit No. 51, January 15, 1915.")

Mr. Carter: Before beginning the examination of the witness upon this exhibit, or other exhibits of similar nature, I would like to state that we believe no more important testimony has been presented in behalf of the contentions of the engineers and firemen, than will be found in the exhibits prepared and presented by Mr. Robertson. Any contention that we have made in the past might be questioned because it was partisan in its nature. It might appear that, as we were putting up our own defense, we would only put up such defense, as would do us the most good.

It will be our purpose, if we can consume the time, to now present the testimony of the leading railway authorities upon the same subjects. In the presentation of personal evidence, and of statistical evidence, we have shown that there has been a great increase in the power of locomotives, and in the tonnage of trains. Questions asked of the witnesses indicated a doubt that such increase had taken place. I am going to ask the Board to bear with us, if we use some time in now introducing the testimony of eminent railway authorities in behalf of our contention.

Mr. Robertson, it would be impossible to read any considerable portion of that which appears in these books. I am going to ask you to review what appears herein, reading only where you deem it expedient, or where you deem it necessary, in order to expedite matters, but at the same time, I want you to understand that the purpose of these exhibits is to prove that railway authorities agree with us in our contentions in these matters. Please proceed.

Mr. Robertson: The first chapter is entitled: "Increased Power of Locomotives and Increased Tonnage of Trains. Western Railroads."

The first article on page 1, entitled "Making An Engine Larger," shows that the Chicago Great Western, in 1910, were converting simple locomotives into Mallet locomotives by adding a front unit or an additional engine; and that the tractive power of those engines was thus increased 57.5 per cent.

Mr. Carter: That means that one of the old locomotives was increased in power 57.5 per cent?

Mr. Robertson: Yes, sir. The next article, entitled

"What Engineers are Doing," is by W. L. Park, Vice-President Illinois Central Railway, and is as follows:

"The locomotive engineer is now hauling nearly 400 net tons per locomotive, as against 200 net tons 10 years ago, an increase of 100 per cent in efficiency. This has been brought about by the elimination of curves, rectification of grades, installation of interlocking and block signals, larger locomotives and cars, and up-to-date methods of accounting and checking."

Mr. Carter: Mr. Robertson, you were employed for many years on the Erie Railroad, were you not?

Mr. Robertson: Yes, sir.

Mr. Carter: Were not grades eliminated on that road to a great extent?

Mr. Robertson: Yes, sir.

Mr. Carter: What was the effect on the engineer and fireman by the elimination of grades on the Erie Railroad?

Mr. Robertson: It increased their labors and increased the tonnage of the trains they were required to haul.

Mr. Carter: Go on to the next.

Mr. Robertson: The next, entitled "Large Engines Made Larger," shows that the Atchison, Topeka & Santa Fe, in 1911, were doing exactly what the Chicago Great Western did in 1910, and that they converted 14 locomotives into Mallets by adding front sections.

Mr. Carter: By the way, Mr. Robertson, those titles which you have supplied here, or which have been supplied here, will they suggest what the article shows?

Mr. Robertson: Yes, sir, a great many of them; most of them.

Mr. Carter: All right.

Mr. Robertson: In fact, all of them.

Mr. Carter: Then it will not be necessary to read the titles of these paragraphs, or the captions.

Mr. Robertson: On page 2, the fourth article on the page, the Railway Age Gazette says that 25 Mallet locomotives built for the Great Northern in 1912 represent an increase of 36 per cent in tractive power over the locomotives of 1909, and 55 per cent increase in tractive power over engines built in 1906.

On page 3, the last article on that page, the Railway and Locomotive Engineering says concerning the purchase of Mallets

on the Denver & Rio Grande, that one Mallet will take the place of two Consols. in helper service, and not only will the number of locomotives per train be reduced, but a greater total great tractive effort per train will be obtained, which can be used to meet increased tonnage or adverse conditions.

Mr. Carter: Are you through with that?

Mr. Robertson: Yes, sir.

Mr. Carter: Will you turn back to the fourth paragraph of the preceding page, page 2, "Mallets Reduce Number of Enginemen." What does that say?

Mr. Robertson: "Mallets Reduce Number of Enginemen. On the Puget Sound Line, a uniform tonnage train from the Coast to Chicago, with from 27 to 50 per cent reduction in the locomotives formerly required on the several divisions, is one of the advantages secured by the Mallets."

Mr. Carter: If you reduce the number of locomotives from 27 to 50 per cent, that would mean the reduction of engineers from 27 to 50 per cent, would it not?

Mr. Robertson: Yes, sir.

Mr. Carter: And if that many engines were displaced, it would mean double that number of firemen, would it not? Would the engineers not go back and take the firemen's places, the promoted men, I mean?

Mr. Robertson: Yes, sir.

Mr. Carter: Now, go on to page 4.

Mr. Robertson: On page 5, the Railway Age Gazette says, concerning the tonnage increase on the Burlington, "Although the amount of business handled by this road increased 98.3 per cent in eleven years, it was moved with an actual decrease of 9.8 per cent in revenue freight train mileage. This result was brought about by an increase in this same period of 118 per cent in the revenue train load. . . . Efficient railway operation may be summarized by the statement that the earnings are measured in ton miles while the expenses are counted in train miles.

"The increases are fairly uniform in direction. Their upward inclination in 1911-12 also indicates that the limit has not yet been reached. The large increases in traffic have been taken care of by increasing the train load."

At the bottom of page 5, the Railway and Locomotive Engi-

neering says that the new Mallets and Mikados on the Northern Pacific which have been installed show a gain of nearly 30 per cent in tonnage.

Mr. Carter: That appears, however, on page 6, the latter part of that paragraph?

Mr. Robertson: Yes, sir. On page 6, the first article says that eight Mallets are now doing the work that formerly required twenty-five Consols. That is on the Denver & Rio Grande.

Mr. Carter: Now, if the Denver & Rio Grande purchased 8 Mallets and displaced 25 Consols, it would mean, would it not, that eight engineers and firemen are doing the work of 25 engineers and firemen, if the traffic remains the same?

Mr. Robertson: Yes, sir.

Mr. Carter: Go on.

Mr. Robertson: On page 6, the Railway and Locomotive Engineering says, concerning the mountain type of passenger locomotive on the Missouri Pacific—

Mr. Carter: On what page is that?

Mr. Robertson: Page 6, entitled "One Engine Does the Work of Two." It refers to the mountain type of passenger locomotive on the Missouri Pacific, and says that "one locomotive is performing this service, whereas, formerly it required two of the Pacific type."

The third article on that page, entitled "Tonnage Increase Forty-five Per Cent." The Baldwin Locomotive Works quotes Mr. Tollerton, of the Chicago, Rock Island & Pacific, as saying that:

"On the El Paso Division between Herington and Pratt, Kansas, a distance of 126 miles, having a ruling grade of 0.8 per cent, consolidation non-superheater locomotives with a tractive effort of 39,000 pounds handled 1,650 tons in through freight service. The Mikado locomotives, tractive effort 57,000 pounds, will handle over this same track and on the same schedule, trains of 2,400 tons gross weight, an increase of 750 tons or 45 per cent over the consolidation locomotives."

On page 9, the Railway Age Gazette says that during the past nine years tonnage increased 41 per cent on the Frisco Railroad.

The next article there entitled "Mikados Obviate Double-

heading," is taken from Mr. W. H. Winterrowd, Mechanical Engineer of the Canadian Pacific. He says that the introduction of Mikados on the Canadian Pacific has obviated double-heading.

Mr. Carter: Obviated the necessity for double-heading?

Mr. Robertson: Obviated the necessity for double-heading, yes, sir.

On page 10, the last article on the page, the Railway and Locomotive Engineering says that the introduction of Mikado locomotives on the Illinois Central has increased tonnage 30 per cent.

On page 11, the American Locomotive Company say that on the Missouri, Kansas & Texas "freight traffic is now being handled by 38 Mikados, where formerly 50 locomotives (12 Moguls and 38 Consolidations), were needed."

The next article, the American Locomotive Company says that the introduction of larger engines in transfer service by the Chicago & Western Indiana shows an increase of 30 per cent in the number of loaded cars handled in transfer service.

Mr. Carter: Would this indicate, Mr. Robertson, that the large engines affect the terminal work and transfer work similar to the road service?

Mr. Robertson: Yes, sir. On page 12, the third article appearing on that page, is in reference to the Chicago, Milwaukee & St. Paul Railway, and is an extract from the annual report, or, rather, a part of the annual report which appeared in the Railway Age Gazette. The report is for the year ended June 30, 1914. It says:

"The average revenue train load in 1914 was 380 tons, as against 357 tons in 1913, and the total tonnage, including company freight was 454 tons in 1914 as against 415 tons in 1913."

That is all with reference to the Western roads that I have marked to read here, in order to expedite matters.

Mr. Carter: Well, do you find that other than Western railroads have practically the same experiences?

Mr. Robertson: Other than Western railroads, yes, sir. The next chapter is with reference to other than Western railroads, and covers practically the same question.

Mr. Carter: What does this mean, "In General"?

Mr. Robertson: "In General" is with reference to the in-

crease of power and tonnage, without reference to any particular railroad.

Mr. Carter: Will you bring out something that you think should be called to the attention of the Board?

Mr. Robertson: In "In General"?

Mr. Carter: Yes, sir.

Mr. Robertson: On page 22, entitled "Mallets Decrease Wage Costs," the American Locomotive Company shows that the cost of fuel per 1,000 ton miles for a Mallet engine was 43 per cent less than it was for a Consolidation engine.

Mr. Carter: Was that ton mile or train miles?

Mr. Robertson: Ton miles.

Mr. Carter: Is it possible, Mr. Robertson, to show 43 per cent decrease in coal consumption per ton mile and yet show a considerable increase in coal consumption per train mile or per locomotive mile?

Mr. Robertson: Yes, sir, it is.

Mr. Carter: What else does this show?

Mr. Robertson: It shows that the wages of engine crews per 1,000 ton miles are 27.6 per cent less on a Mallet engine than on a Consolidation engine.

Mr. Carter: Even with a higher rate?

Mr. Robertson: Yes, sir, I would assume that is the case because the engineer and fireman on a Mallet engine get higher wages than the engineer and fireman on a Consolidation engine.

Mr. Carter: Mr. Chairman and gentlemen, I want to call your attention particularly to this point, that on a Mallet engine, notwithstanding there is a higher rate paid the engineers and firemen, the saving to the railroads per 1,000 ton miles was 27.6 per cent.

Mr. Sheean: Although all they saved in coal was 43 per cent on the same basis?

Mr. Carter: Mr. Chairman and gentlemen, I can well understand why counsel for the railroads would make such a statement. I fear the same impression has been made on the minds of the members of the Board, but we must learn, before we get through with this, to distinguish between ton miles and train miles. In this particular instance there was a saving of 43 per cent in coal per 1,000 ton miles. We can show, if we had the information here, and will show elsewhere, that while there is a

saving of 43 per cent per 1,000 ton miles, there may be an increase of 25 per cent per 1,000 locomotive miles. (Addressing witness): Go on.

Mr. Robertson: 27.6 per cent is the saving in the wages of the engine crew. The next article shows a saving of wages in the train crew, per 1,000 ton miles, of 42.6 per cent, on the Mallet over the Consolidation.

Mr. Carter: Mr. Robertson, do I understand from that report that even with the wages that have been increased because of the higher rate on the Mallet engines, that they save, in 1,000 ton miles, 37.5 per cent?

Mr. Robertson: 27.6 per cent.

Mr. Carter: 27.6 per cent in the wages of the engine crew and what is the per cent in the wages of the train crew?

Mr. Robertson: 42.6 per cent.

Mr. Carter: 42.6 per cent. Would not that mean, by the introduction of Mallet engines, that they are getting their tonnage over the road for nothing and a premium besides?

Mr. Robertson: Yes, sir, it would show that they were getting tonnage over the road a great deal cheaper than they did with the smaller engine.

Mr. Carter: I mean the increased profits to the railroad companies by the introduction of Mallets eliminates all the wages paid to train crews and engine crews many times?

Mr. Robertson: Yes, sir.

Mr. Carter: Well, go on with something else.

Mr. Robertson: On page 23, the Railway Age Gazette says that "Locomotives are now being called upon for results which a few years ago would have seemed absolutely impossible."

On page 24, the Railway World says, concerning the brief by Mr. Brandeis, as Special Counsel for the Interstate Commerce Commission, that he "at least clearly recognizes that the carriers have accomplished great results in the direction of overcoming the increased cost of labor by increasing the carload and train load."

Mr. Carter: The Railway World says that?

Mr. Robertson: Yes, sir.

On the bottom of that same page the Railway and Locomotive Engineering says that "Never has this demand been so

urgent as during the years of the 20th century." That is, concerning the demand for more power for locomotives.

Mr. Carter: You have hastily gone over 25 pages which bears the special title of "Increased Power of Locomotives and Increased Tonnage of Trains." Does that matter that appears on these 25 pages tend to confirm more or less that which has been said by you in reading from certain extracts?

Mr. Robertson: Yes, sir, and on the last page, Mr. D. R. MacBain, President of the Master Mechanics' Association, says in his opening address—

Mr. Carter: Opening address where?

Mr. Robertson: Before the Master Mechanics' Convention.

Mr. Carter: What year was that?

Mr. Robertson: 1914.

Mr. Carter: That is a recent address?

Mr. Robertson: That is the last convention, held in Atlantic City. He says, concerning the size of the locomotive:

"Nor has the limit been reached yet; we are still going ahead; the evolution of the locomotive continues, and larger and more powerful units are being produced daily."

Mr. Carter: Now, what is the next sub-heading or chapter heading?

Mr. Robertson: Increased power and tonnage as result of the application of superheaters.

Mr. Carter: Then you have another subdivision?

Mr. Robertson: "Increased Power."

Mr. Carter. What do these show, under the sub-heading of "Increased Power"?

Mr. Robertson: In the matters appearing under this sub-heading "Increased Power," there is shown that the application of the superheater increases the power of the locomotive.

Mr. Carter: Read a few extracts.

Mr. Robertson: Committee report of the Traveling Engineers' Association, going back as far as 1910, says:

"Superheater engine developed twenty per cent more draw-bar horsepower per square foot of heating surface than non-superheater engine."

Mr. Hoffman, of the Locomotive Superheater Company, says that figures "show an average increase of twenty per cent in the hauling capacity of the engine applying a high degree superheat."

On page 28, Professor L. E. Endsley, of Purdue University, says that the high degree of superheat would increase the power 25 per cent.

On the bottom of that page, entitled "Increase Size of Cylinders," Mr. C. D. Young, of the Pennsylvania Lines, says: "The first engine was a Consolidation, which had a tractive force of 42,000 pounds with saturated steam; and we have increased the cylinder size to where we obtain about 51,000 pounds with superheated steam."

On page 29, Mr. Young also says that "By the use of a superheater you can develop a speed of, say, 40 miles per hour and haul 30 per cent additional tons."

That is all I had marked to read under that subheading.

Mr. Carter: What about this increased tonnage, is that due to superheaters too?

Mr. Robertson: Increased tonnage is the next sub-heading, yes, sir, and shows that the application of the superheater results in increasing the tonnage of the locomotive.

Mr. Carter: Read a few extracts from that and pass on.

Mr. Robertson: Mr. H. H. Vaughan, assistant to the vice-president of the Canadian Pacific Railway, says:

"The same engine changed from a saturated-steam engine to a superheated steam engine will take, say, one car in six more, or one car in seven more, without any question, and make the same time."

Mr. Carter: Do you think that refers to passenger service?

Mr. Robertson: Yes, sir, I think so.

Mr. DeVoy, assistant superintendent of motive power of the Chicago, Milwaukee & St. Paul, says:

"We were able to haul from 150 to 300 tons more freight with the superheater engine."

Mr. Wise, assistant road foreman of engines of the Pennsylvania Railroad, says:

"With the superheater we have increased tonnage."

Mr. Merkle, road foreman of engines, Baltimore & Ohio Railroad, says:

"We have increased tonnage 250 tons by the application of the superheater."

That is all I have marked to read under that article.

Mr. Carter: Mr. Robertson, from the testimony of eminent railway authorities and railway publications, would it not appear that when the engineers and firemen selected the weight on drivers as the basis of their wages, in view of the fact that a superheater increases the power of a locomotive 20 per cent, with the same weight on drivers, that is a great concession to the railroads?

Mr. Robertson: Yes, sir, I would think so.

Mr. Carter: Supposing, as was urged by the Managers' Committee in the Firemen's Eastern Arbitration, that tractive power was the correct or was a preferable—not a correct but a preferable basis for enginemen's pay, would that not of itself have added 20 per cent to the request we have made, if we were to take what these railroad authorities say about the increase in tractive power by the addition of the superheater?

Mr. Robertson: I do not just get your question, but—

Mr. Carter: I will explain. During the conference leading up to the Arbitration, do you remember that when we were discussing the adoption of weight on drivers as the basis of firemen's wages, that Mr. Crawford, superintendent of motive power of the Pennsylvania Lines West, criticised that as a basis and said that a more scientific basis and proper basis would be tractive power?

Mr. Robertson: I heard him say that, yes, sir.

Mr. Carter: If it is true, as is set forth here by these railroad authorities, that the application of the superheater to the same engine increases its tractive power 20 per cent, with little or no change in the weight on drivers, would it not be a request for 20 per cent more wages if tractive power instead of weight on drivers was used as the basis?

Mr. Robertson: Yes, sir, it would.

Mr. Carter: Do you believe that the railroad managers in the west, in 1910, when they were so anxious to adopt the weight on drivers as the basis of firemen's wages, had in view, at that time, the increase in tractive power of the same locomotives by the addition of superheaters?

Mr. Robertson: I could not say that.

Mr. Carter: You were not here, were you?

Mr. Robertson: No, sir, I was not here.

Mr. Carter: Have you knowledge of the fact that during the Engineers' Arbitration in the east, the leading witness for the railroads, the leading operating witness and practical witness for the railroads, Mr. B. A. Worthington, strongly advocated weight on drivers as the proper basis for engineers' wages?

Mr. Robertson: I have read his testimony wherein he said it would be a proper basis.

Mr. Carter: Then, if by the addition of the superheater the tractive power of the locomotive is increased say 20 per cent, by the addition of the superheater, with the same weight on drivers, the railroads, then, would have 20 per cent the best of it, if wages were based on weight on drivers instead of tractive power, is that not true?

Mr. Robertson: Yes, sir. The only difference there would be, would be in the proportion of the amount that the superheater increased the weight on drivers.

Mr. Carter: To be explicit, suppose there was a given engine, a Consolidation engine that was pulling 1,000 tons over a given grade. If the wages were fixed on the tractive power of that engine, they would be fixed on the amount that the engine could pull, would they not?

Mr. Robertson: By tractive power, yes, sir.

Mr. Carter: If it was fixed on the weight on drivers, it would not matter what the engine would pull, would it?

Mr. Robertson: No, sir.

Mr. Carter: If it was fixed on tractive power, and then the superheater had been added, it would add a proportion of 20 per cent to the wages, would it not, automatically?

Mr. Robertson: Yes, sir.

Mr. Carter: And by getting the weight on drivers adopted as the standard, then the addition of the superheater and the added tractive power of 20 per cent, would not affect the wages, would it?

Mr. Robertson: I would not so understand it, no, sir.

Mr. Carter: Do you think, perhaps, that was behind the urgency of the Managers, both West and East, that the weight on drivers should be adopted?

Mr. Robertson: I could not say about that.

Mr. Carter: Well, take up the next subject, "Superheaters Increase Tonnage and Coal Consumption per Hour."

Mr. Robertson: Under that heading, the committee report of the Traveling Engineers' Association (Convention 1912) said:

"The degree of superheat depends on the rate of combustion; the rate of combustion being necessarily higher when handling an increased tonnage at the same rate of speed."

Mr. Carter: If there is a higher rate of combustion, would that necessarily burn more coal?

Mr. Robertson: That is my understanding, yes, sir.

Mr. Carter: Could there be a higher rate of combustion without burning more coal?

Mr. Robertson: I don't think so, no. The next article, entitled "Fuel Consumption Will Increase," is taken from the report of the Committee on Mechanical Stokers of the American Railway Master Mechanics' Association, 1912, wherein they say that:

"As the greater sustained tractive efforts of the large engine equipped with the superheaters and brick arches is gradually taken advantage of, its fuel consumption per hour will increase, though decreasing on the ton-mile basis."

Mr. Carter: Now, would it not indicate that the Committee of the Railway Master Mechanics' Association have discovered that while there may be a decrease in coal consumption per ton-mile, there would be an increase in coal consumption per locomotive mile?

Mr. Robertson: It would look that way, yes, sir, or per hour.

Mr. Carter: Per hour or per day, according to how long the fireman works. What is the next?

Mr. Robertson: The next chapter is entitled: "Superheaters Reduce Operating Costs."

Mr. Carter: Including the wages of the men?

Mr. Robertson: Yes, sir, that is my understanding of it.

The second article on page 34, under that caption, "Superheaters Reduce Operating Costs," is taken from the Railway Age Gazette. It says:

“In the recent reports of railways, the reduction in the cost of transportation in some cases has been sufficient to provoke an investigation of the causes for the decrease. In one case a particular inquiry was made as to the means by which the increased cost of labor employed, in train movement particularly, was partially or wholly offset. This inquiry has brought forth the information that the adoption of superheaters on the locomotives had made possible an increase in capacity per locomotive, thus making it practical to haul more cars per train, with a reduced cost per train mile. It has also shown a large saving in engine mileage, brought about not only by the longer trains, but by eliminating the necessity, in many cases, of double-heading.”

Mr. Carter: You have other paragraphs there on the same subject, have you?

Mr. Robertson: Yes, sir, several of them.

Mr. Carter: What have you down here about the “Higher sustained tractive power” on page 35?

Mr. Robertson: That is taken from the committee’s report of the Master Mechanics’ Association. It says:

“The savings resulting from their use, therefore, would not show upon a locomotive mileage basis, but would appear when figured on a ton-mile basis, which is, to a certain extent, proportional to the work done.”

Mr. Carter: That would indicate that delving into such matters we find a very complex situation, do we not?

Mr. Robertson: Yes, sir, that is my understanding of it.

Mr. Carter: Something in which the mind of a layman may become confused, between ton miles and train miles and locomotive miles, is that not true?

Mr. Robertson: Yes, sir, that would be true.

Mr. Carter: Mr. Robertson, as a practical railroad man of several years’ or a good many years’ experience, supposing there was a division 100 miles long and two Consolidation engines of exactly the same size were put on two trains; the first train left with comparatively light tonnage and the fireman went from one terminal to the other in ten hours, and his rate was \$3.00 per day, what would the cost of that fireman be to the company per locomotive mile—\$3.00 going 100 miles?

Mr. Robertson: Three cents.

Mr. Carter: Three cents a mile would be the cost of that fireman, per locomotive mile, to the railroad?

Mr. Robertson: Yes, sir.

Mr. Carter: But this other fireman who followed him out had an excessively heavy tonnage train and they happened to have a hot box, and the Hours of Service Law permitted them to be twenty hours going over that 100 miles, what would be the cost per locomotive mile to the railroad for that fireman?

Mr. Robertson: Six cents.

Mr. Carter: Then the cost per locomotive mile of the last fireman would be 100 per cent greater than the first fireman, would it not?

Mr. Robertson: Yes, sir.

Mr. Carter: And yet that fireman received not one penny more wages, per hour?

Mr. Robertson: No, sir.

Mr. Carter: Therefore, when we are delving into such intricate technical problems, the Board should have a care, should they not, when a layman, presenting the case for the railroads, sometimes does not understand the intricacies of the matter himself?

Mr. Robertson: Yes, sir.

Mr. Carter: Now, with regard to train miles, would that not also be liable to confuse the mind of Mr. Sheean, whom I believe is absolutely fair in these matters, and also the members of the Board of Arbitration, whom I know are fair, if they are not very careful, will not these statistics confuse them?

Mr. Sheean: Statistics thus far offered, do you mean, Mr. Carter?

Mr. Carter: I mean when we are talking about ton miles, train miles, and locomotive miles.

Mr. Robertson: Yes, I think they will confuse anybody.

Mr. Nagel: Are we to be concluded by the witness' opinion as to whether we be confused or not?

Mr. Carter: Mr. Chairman and gentlemen, I hope that I am mistaken; but in the East, the railroads, through their counsel, convinced the third Arbitrator—understand there were only three arbitrators in the East—that the railroads were being very badly abused because of the great increase in locomotive miles.

Mr. Nagel: Mr. Carter, I did not intend to invite a discussion; I merely meant to suggest that the witness' opinion upon that question is worthless. If you think that you want to protect yourself against that possibility, why, put in all the evidence you have got, but let us be spared the expression of opinion as to what our mental condition may be.

Mr. Carter: I will, but I want, if you will pardon me, and if you will give me the opportunity, to explain why I said it.

Mr. Nagel: I merely repeat, it will be unnecessary to explain that; but it seems to me to be perfectly obvious that a witness' opinion as to our state of mind upon this question is of no importance.

Mr. Carter: I am indeed glad to know that, because that half wins our case.

Mr. Robertson: Then, Mr. Chairman, if Mr. Carter had not gone into generalities, and mentioned others besides the Board, I possibly would not have answered, but I had in mind myself, and I have discussed train miles—

Mr. Nagel: It is quite unnecessary to add anything to it.

Mr. Carter: It is a fact, however, that when it is shown that there has been a great increase for engineers and firemen of locomotive miles, that it may not mean that there has been any increase per hour in wages of either the locomotive engineers or the firemen?

Mr. Robertson: Oh, yes, that is true.

Mr. Carter: Would it not rather indicate that the burdens of the engineer and fireman have been greatly increased by keeping them on the road under overtime?

Mr. Robertson: That does increase the man's burden, yes, sir.

Mr. Carter: Then the increase in overtime always increases the cost of engineers and firemen per locomotive mile, or per train mile?

Mr. Robertson: Yes, sir.

Mr. Carter: It does not increase the cost, however, per ton mile, does it? They may be hauling vastly more tonnage?

Mr. Robertson: I could not say.

Mr. Carter: The authorities you have read would indicate that there is a great saving.

Mr. Robertson: Under some conditions there is quite a saving, yes, sir.

Mr. Carter: Let me ask you, Mr. Robertson, suppose an engineer or fireman employed on a Consolidation engine, with wages, we will say, fixed at 100, to have been employed on a Mikado engine at wages say fixed at 125, or 25 per cent increases in wages, amounting to, we will say two or three dollars for the trip, and that that Mikado engine pulled, say 2,000 tons more freight, wouldn't it show that the cost in wages of locomotive engineers and firemen per ton mile had greatly decreased?

Mr. Robertson: Yes, sir, it would.

Mr. Carter: Next.

Mr. Robertson: The next subject heading is entitled "Superheaters Require Special Care and Attention."

Mr. Shea: What page is that?

Mr. Robertson: That is on page 35. Mr. Buckbee of the Locomotive Superheater Company, says that "the fuel has to be fed in small quantities, and the fire carried lighter than has been the custom on some of the modern saturated steam engines."

On page 36, "Superheaters are like some children."

Mr. Tawse, of the Locomotive Superheater Company, says that just like some children, "it must be borne in mind that the superheater is like some children, in that it will not keep itself clean."

Mr. Tawse is endeavoring there to bring out the fact that a great deal of care is necessary in order to keep a superheater in condition, whereby the railroads will realize the value of the superheater that is claimed for them.

Mr. Carter: And is there not a new trouble discovered by the introduction of superheater units? Do they not obstruct the draft to the extent that they honey-comb all over?

Mr. Robertson: Yes, sir.

Mr. Carter: And like children they will not keep themselves clean; is that what Mr. Tawse meant?

Mr. Robertson: Yes, sir.

Mr. Carter: He meant to say that they must be constantly cleaned?

Mr. Robertson: Yes, sir. Mr. Buckbee also says in the

next article entitled "A Hard Proposition," wherein he compares the operation of the superheater to that of a locomotive, that "With the fireman, as I said before, it is a hard proposition. A man who has been in the service a couple of years is not capable of taking hold of a proposition like the operation of a locomotive and understanding it like the engineers, because he has not been in the service long enough."

Mr. Carter: Do you understand that to have been said as a caution to railroads that it requires an expert fireman to get the best out of a superheater?

Mr. Robertson: That is practically what he says, that a man two years in the service as a fireman would not be able to understand it as it would be necessary for him to understand it in order to get the proper result.

Mr. Tawse of the Locomotive Superheater Company says on that same page, speaking of the conditions which follow the superheater whenever it is not kept clean, "If they fail to keep the flues clean, allowing them to stop up with honeycomb and cinders, so that they burn three or four tons of coal more than they should, the object of the investment has been defeated and the engine is in reality not so good as a saturated steam engine in first-class condition."

Mr. Carter: What did he say about inspecting a Mikado?

Mr. Robertson: He says: "Only last week I inspected a Mikado engine that was burning about five tons more coal than should be burned over the division, and 90 per cent of the gas area through the large flues stopped up with honeycomb and cinders. Imagine what the fireman is up against with 90 per cent of the superheater flues stopped up, lower boiler pressure and large cylinders favoring condensation losses, if he had this engine on a full tonnage train and was expected to make time."

Mr. Carter: Does not this honeycomb accumulate all through the trip?

Mr. Robertson: Yes, sir, all through the units of the flue.

Mr. Carter: I mean you start out with your flues or tubes clean, and on a hard run where you would burn considerable coal, this honeycomb accumulates all the way through the trip, does it not?

Mr. Robertson: Yes, sir.

Mr. Carter: Certain qualities of coal, however, do not cause this honeycomb; is that not true?

Mr. Robertson: There is a difference of opinion on that by the various mechanical men, as I get it from their discussions.

Mr. Carter: I am not speaking of clinkers, now, but of honeycomb.

Mr. Robertson: I understand that some claim it is due to certain grades of coal; others claim it is due to certain combinations in the fire box; while others claim it is due to leaky superheater units. There is quite a division of opinion as to what really causes the honeycomb.

Mr. Carter: There is no difference of opinion, however, that it does form there?

Mr. Robertson: No, sir, that seems to be quite well established.

Mr. Carter: And you understand it forms there during the trip?

Mr. Robertson: Yes, sir.

Mr. Carter: And according to these statements it is a hard proposition for the firemen?

Mr. Robertson: Yes, sir, that is what these gentlemen say who are discussing it.

Mr. Carter: All right. Skip along. No use reading it all.

Mr. Robertson: On the lower part of page 37, Mr. W. C. Hayes, Superintendent of Locomotive Operation of the Erie Railroad says, or in other words he relates his experiences in visiting the shops of a railroad where he had the opportunity of looking at the superheater units taken out of fifteen locomotives; he describes the superheater units as having been coated over with clinker and honeycomb, and in his description of what he saw he makes the remark that it is direct evidence as to the neglect that the railroad companies show toward keeping the superheater in proper condition and that they are not really getting from the superheater what they should get, and what they claim they are entitled to.

Mr. Carter: Mr. Robertson, you are familiar with the details of a superheater, are you not, more or less?

Mr. Robertson: To some extent.

Mr. Carter: Do you know that there are four lines of tubes inserted in one larger tube?

Mr. Robertson: Yes, sir.

Mr. Carter: And then bends on the end for return?

Mr. Robertson: Yes, sir.

Mr. Carter: There are spaces in between these tubes, are there not?

Mr. Robertson: Yes, sir.

Mr. Carter: This honeycomb forming in between these tubes makes it almost impossible to remove it, does it not?

Mr. Robertson: Yes, sir, Mr. Tawse himself says so. That it has to be broken up, or if not, a contrivance in the way of hooks must be used to get it out.

Mr. Carter: Hooks that will go down between the units?

Mr. Robertson: Yes, sir.

Mr. Carter: What have you else upon that subject.

Mr. Robertson: Mr. Hardy, of the Chicago, Rock Island & Pacific on page 38, says that "The money invested in the superheater is worse than wasted if the units are not kept clean.
* * * It is a matter of astonishment to see how much this point is neglected; and it is a very important feature, and something that goes to make the hardship of the engineer and fireman greater."

Mr. Carter: Now, those paragraphs that you have not read, all tend along the same line?

Mr. Robertson: Yes, sir, everything under the heading "Superheaters Require Special Care and Attention."

Mr. Carter: Now, what is the next chapter head?

Mr. Robertson: "Labors of Engineers and Firemen have Increased With Increased Power and Tonnage." "As it Affects the Engineers."

Mr. Carter: First, this is the increased work of the engineer, is it?

Mr. Robertson: Yes, sir.

Mr. Carter: Well, read some points.

Mr. Robertson: The second article there, the Railway Age Gazette says: "The operation of a Mallet engine involves somewhat more work and responsibility for the engineer than the operation of a smaller engine."

Mr. W. L. Park, vice-president of the Illinois Central Railway, says:

"The larger locomotives and the heavier trains have put more exacting work on the employees."

On the bottom of the page, entitled "Locomotive Intricate as Battle Ship, Requires Skill," Mr. W. L. Park also says: "The modern locomotive is about as intricate as the battle ship of a few years ago. It requires a skilled man to operate it and a skilled man to supervise its operation. This is becoming more the condition every day. Even railroad officials and railroad men do not appreciate this and the public scarcely gives it any attention."

On page 40, the Railway and Locomotive Engineering says:

"The increasing amount of train mechanism every year imposes new responsibilities upon the locomotive enginemen."

Mr. Carter: Enginemen?

Mr. Robertson: Enginemen.

President Roesch of the Traveling Engineers' Association, at their recent convention in September, 1914, says:

"Greater intelligence is necessary to operate the large power of today than the small power formerly used."

Mr. Carter: That seems to be the general opinion of the officials, doesn't it?

Mr. Robertson: Yes.

Mr. Carter: It is no discredit to any official to express such an opinion?

Mr. Robertson: I wouldn't think so, no.

Mr. Carter: Now, Mr. Robertson, I find that you have from page 41 to page 50 inclusive, ten pages devoted to what is termed "Necessity for Two Firemen."

Mr. Robertson: Yes, sir.

Mr. Carter: Is the idea brought out here by these railway men and railroad officials that the work of firing these locomotives has passed the physical ability of one fireman?

Mr. Robertson: Yes, it is brought out.

Mr. Carter: Just read a few of them.

Mr. Robertson: Mr. Bullock, of the C. & O. Railroad, with reference to hiring firemen, says:

"I have employed as many as five and six in one day. We have about five firemen to every engine, employing something like three hundred and twenty-five firemen in my district. The

main line is ninety-eight miles, and we have three or four branches, making the total mileage in my district about three hundred and fifty or three hundred and sixty. After they get started and the hot weather comes on, they say: 'Well, dad is pretty well fixed, I will go back to the farm,' and quit, and they are just coming and going all the time."

Mr. Owens of the Lehigh Valley Traveling Engineers' Association, says concerning the work of firemen:

"There is so much coal consumed on the up-to-date locomotive of today that it takes in cases two firemen (and in fact I have known even three) going over one division with one engineer, and the latter may not see them again probably in thirty days."

The committee report of Mr. J. R. Luckey, of the Traveling Engineers' Association, says:

"The power of the present day is breaking down the fireman before he is fitted to assume the more responsible duties at the throttle. Our roads are running short of the right kind of material for engineers, and it is safe to say that none of the men now firing will serve as runners for a period of 50 years."

Mr. G. W. O'Neill, New York, Ontario & Western, says he hired from January 15 until July 28, 240 firemen, and that less than 20 per cent remained in the service for sixty days.

On page 44, the committee's report of the Traveling Engineers' Association shows what two firemen will do on two class E-27 locomotives on a railroad, and what one fireman does on a Mallet Compound.

Mr. Carter: What does that show?

Mr. Robertson: It shows that two firemen burn 698 pounds of coal, while one fireman on a Mallet Engine burns 465 pounds of coal.

Mr. Carter: Now, Mr. Robertson, let us elucidate that. There are two men employed on a Consol. engine. Is that true?

Mr. Robertson: Yes, two on a Consol. engine.

Mr. Carter: And the two men together, pulling this train, burn 698 tons of coal per locomotive mile, is that right?

Mr. Robertson: No, it must be 698/1000 per locomotive mile.

Mr. Carter: "698," that means 698 pounds of coal per locomotive mile.

Mr. Robertson: I compared that last night—those figures, with the original book of the Traveling Engineers, and found that they show it also as 698 and 465, full numbers, whole numbers, and that must be a misprint in their own book. They would not burn that much coal per locomotive mile, would they?

Mr. Carter: Well, whatever it is.

Mr. Robertson: Oh, per locomotive mile. I see. That is all right.

Mr. Carter: You were thinking of per ton mile?

Mr. Robertson: Yes.

Mr. Carter: Per locomotive mile.

Mr. Robertson: That is right.

Mr. Carter: Now, the two men on the two Consols. burn 698 pounds per locomotive mile. Now, the one man on the 2400 class, what is that? Mikado?

Mr. Robertson: No, Mallet.

Mr. Carter: Mallet. The one man on the Mallet burns 465 pounds?

Mr. Robertson: Yes, sir.

Mr. Carter: Now, how much did one man on the Consol. burn?

Mr. Robertson: 349 pounds of coal.

Mr. Carter: And one man?

Mr. Robertson: On the Mallet burned 465.

Mr. Carter: There was a great increase in coal consumption, was there not?

Mr. Robertson: $33\frac{1}{3}$ per cent more.

Mr. Carter: Well, suppose there was 10 or 15 per cent more, would the coal consumption overcome his increased wages?

Mr. Robertson: No, I think it would fall about 20 per cent short.

Mr. Carter: Suppose it was not a Mallet, and a simple engine like the Burlington has recently put into service, or the B. & O., that would pull as much, then the rate would not be as

high as if it was on a Mallet, would it, unless there was a special rate fixed for it?

Mr. Robertson: No, it would not.

Mr. Carter: Therefore the increase in coal consumption progresses more rapidly than the rate of wages of the firemen, doesn't it?

Mr. Robertson: This would so indicate.

Mr. Carter: What is this you have on the next page here?

Mr. Robertson: This is also a comparison of the Mallet with a Consol., and the amount of coal consumed. It shows that the coal burned per thousand miles on a Mallet engine on the Union Pacific on a test trip was 409.32, while on the Consol. engine it was 443.44. In other words, the coal consumed per thousand ton miles on the Consol. was more than it was on the Mallet, but the coal burned in pounds per trip was 56 cents more for the Mallet than it was for the Consol. In other words, the Mallet burned 50,100 pounds on the trip, and one Consol. burned 32,029.

Mr. Carter: Now, Mr. Robertson, that is very important. Was there an actual reduction in the coal consumption per ton mile?

Mr. Robertson: Yes, sir; per thousand ton mile.

Mr. Carter: Well, say per thousand ton mile.

Mr. Robertson: Yes, sir.

Mr. Carter: And how much was the increase in coal consumption per trip?

Mr. Robertson: 56 per cent, according to the figures here.

Mr. Carter: Therefore, with an increase in coal shoveled by the fireman of 56 per cent, this test shows there was an actual decrease in the coal shoveled per ton mile.

Mr. Robertson: Per thousand ton miles, of 7.6 per cent.

Mr. Carter: One thousand and one mean the same? It is a separate way of carrying it. What else does this test show?

Mr. Robertson: It also shows that the engine pulls per thousand pounds of coal, or rather that the Mallet on one thousand pounds of coal would only run 1,513 miles, while the Consol. was 2,367 miles.

Mr. Carter: Would not that indicate that the fireman who gets a little bit more money for firing a Mallet is shoveling an immense amount more coal?

Mr. Robertson: Yes, sir.

Mr. Carter: What else have you?

Mr. Robertson: On page 47, Mr. Houston of the Rock Island Lines says,—

Mr. Carter: Pardon me, you have a comma in here on this last, where there should be a period, "Engine miles per one thousand pounds of coal." It should be 1.513 in place of 1,513.

Mr. Robertson: A period in place of a comma.

Mr. Carter: It should be a decimal.

Mr. Robertson: That is the way it looks to me, yes, sir.

On page 47, Mr. Houston of the Rock Island says:

"It is impossible for the average fireman to hand-fire such a locomotive up to the maximum rate of evaporation."

On page 48, the Railway and Locomotive Engineering says at the top of the page, "These large locomotives have to be double-crewed, or the hours of toil considerably reduced."

On that same page, the Railway Age Gazette quoted from the Wall Street Journal:

"Railway officers are generally willing to concede that the fireman's work has been largely increased in recent years. 'The whole question,' said one general manager 'is simply one of unionism versus right of equity. Carter wants two firemen on all heavy engines because it will increase the membership of his organization. The Trainmen's organizations have been instrumental in enacting the Full Crew Bill, because it adds another member to their organization for each train. The Railroads would be willing to put a day laborer on all locomotives to relieve the firemen. It takes no particular intelligence to shovel coal.'"

Mr. Carter: Do you know what character of publication the Wall Street Journal is?

Mr. Robertson: No.

Mr. Carter: Do you understand that is a paper that represents the financial interests?

Mr. Robertson: It represents the financial interests, I understand.

The Chairman: That may be understood as a matter of course.

Mr. Robertson: Mr. Robert Collett, President of the International Railway Fuel Association, says:

"The physical ability of the fireman, however, imposes certain limitation on the speed and tonnage."

On page 50, Railway and Locomotive Engineering, says:

"The limit of human endurance in shovel firing has surely been reached."

Mr. Samuel M. Vauclain on the same page, also says:

"We are just beginning to enter the field of large power units for freight service of the trunk lines of this country. The larger the unit the less the power unit costs per thousand pounds of tractive effort."

Mr. Carter: That belief was expressed in June, 1914, was it not?

Mr. Robertson: Yes, sir.

Mr. Carter: That indicates that conditions are worse than—

Mr. Robertson: I know the time, and I guess we will become very much fatigued with this, but these heads will indicate the contents or what these quotations set forth, will they?

Mr. Robertson: Yes, sir.

Mr. Carter: Mr. Stone asked you to read the one on page 41, entitled, "No Heart in the Fireman to do More."

Mr. Robertson: "You have big long fire-boxes."

Mr. Carter: Who said this?

Mr. Robertson: L. D. Gillet, Norfolk & Western Traveling Engineers' Association.

The Chairman: What position does he occupy?

Mr. Robertson: I don't know, because, in their reports, they don't show the positions these men hold.

The Chairman: He is a representative of the road?

Mr. Robertson: Yes. I assume he was road foreman of engines.

"You have big, long fire-boxes, nine to eleven feet long and as broad as the right-of-way will allow. According to the evidence now stated, there are many kinds of coal. * * * There are a great many railroads that buy it at ten cents a ton and yet expect the Motor Power Department to make the engines burn it; and they expect the Motive Power Department to do this with a Train Dispatcher to give the crew twenty to twenty-

five hours in getting over the division. * * * There is not the slightest provision for rest on the side tracks as in former days. A great many of you remember that you could lie down on the side track, take your boots off and go to sleep. You cannot do so today. You have a little 2x4 seat, and you have to sit up and take the bitter. There is no sweet in a tonnage train whatever. When overtime begins, human nature asserts itself. The fireman has become tired, with the result of a dirty fire. He has no heart in him to clean it. * * * I have known men to be delayed twenty hours in going ten miles to a terminal; I have seen them come to a terminal and be six hours getting into the yard. These points have to be taken into consideration."

Mr. Carter: Mr. Robertson—

The Chairman: We have reached the hour for adjournment.

Now, gentlemen, how much longer do you think it will take to get through the evidence, Mr. Carter?

Mr. Carter: At our present progress, skipping nine-tenths of what we have here to present, I think Mr. Robertson will be through before noon Monday. I think we can clean up everything by Monday evening. Don't you?

Mr. Stone: Yes.

The Chairman: Under the circumstances, I think it perhaps best that we should come back here tomorrow and work until 12:30, unless it is going to greatly inconvenience some one of the party.

Mr. Stone: I have not any idea of prolonging this agony, but I have already made arrangements to meet a committee in Cleveland tomorrow. It is impossible for me to be here. I say "impossible," I suppose this takes preference over everything else. It is going to be mighty inconvenient. I know I cannot meet the committee and get back here Monday. I realize Washington is getting impatient, and we are taking a long time, but I don't know of anything that is more important in this country than this arbitration, and while we have taken a long time in putting in our side of the case, yet when you come to count days, I believe this is the twenty-sixth or twenty-seventh day, and I will say to you frankly I did not expect to get through within thirty days, when I started with it. So I think we are making splendid

progress with the vast amount of material we are putting up here.

Of course, if the Board insists, I will cancel everything else and be here.

The Chairman: The chairman of the Board is not influenced in the slightest by what they may think at Washington. I have been on the bench too long for that. But, looking at it from another viewpoint, I think it is highly desirable that we should make as much progress as possible. Of course, if you have an engagement, we will not insist.

Mr. Stone: No, sir. I will wire the office and cancel that, if it is necessary.

The Chairman: If you have made that engagement, the same rule should apply to you that would apply to an attorney in any other case, and I will enforce it, and we will not have any meeting tomorrow. You are entitled to the same treatment here as Mr. Sheean would be under similar circumstances.

Mr. Stone: Mr. Carter says it will take him all forenoon with Mr. Robertson, and if so he can go ahead. I do not like the idea of holding up this whole thing on account of me.

The Chairman: No, we will enforce the rule strictly. If Mr. Sheean had presented an excuse of that kind, I should have granted his request, and you are entitled to the same treatment. You gentlemen are representing these people just as much as if you were regularly licensed lawyers.

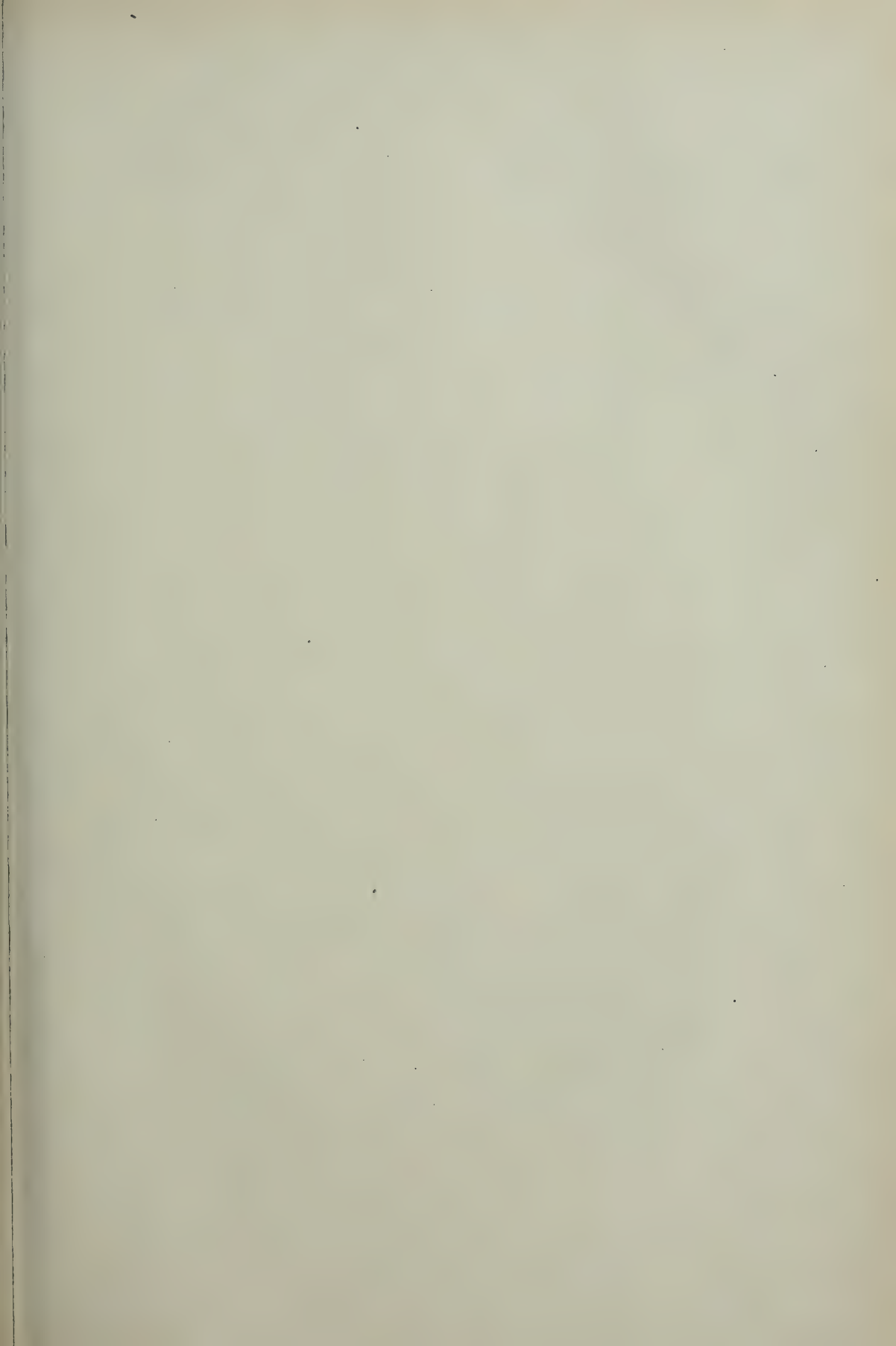
Mr. Stone: That is very good of you to say that. I only wish I could represent them as a regular licensed attorney. I realize, perhaps, I am entitled to the same courtesy.

The Chairman: You are not only entitled to it, but you are going to get it.

Mr. Stone: Thank you.

The Chairman: We will adjourn until 10 o'clock Monday morning.

(Whereupon, at 5 o'clock P. M., January 15, 1915, an adjournment was taken to January 18, 1915, at 10 o'clock A. M.)



IN THE MATTER OF THE
 ARBITRATION
between the
 WESTERN RAILWAYS
and
 BROTHERHOOD OF LOCOMOTIVE
 ENGINEERS
and
 BROTHERHOOD OF LOCOMOTIVE FIRE-
 MEN AND ENGINEMEN
*under the Act approved July 15, 1913, by agree-
 ment dated August 3, 1914.*

Chicago, Illinois, January 18, 1915.

Met pursuant to adjournment at 10:05 A. M.

Present: Arbitrators and parties as before.

The Chairman: Just before the hour of adjournment last Friday I suggested that we hold a session on Saturday, if agreeable to the parties, in order that we might thereby facilitate the hearing as much as possible. In response thereto, Mr. Stone said:

“I have not any idea of prolonging this agony, but I have already made arrangements to meet a committee in Cleveland tomorrow. It is impossible for me to be here. I say ‘impossible,’ I suppose this takes preference over everything else. It is going to be mighty inconvenient. I know I cannot meet the committee and get back here Monday. I realize Washington is getting impatient, and we are taking a long time, but I don’t know of anything that is more important in this country than this arbitration, and while we have taken a long time in putting in our side of the case, yet when you come to count days, I believe this is the twenty-sixth or twenty-seventh day, and I will say to you frankly I did not expect to get through within thirty days, when I started with it. So I think we are making splendid progress with the vast amount of material we are putting up here.

"Of course, if the Board insists, I will cancel everything else and be here."

In reply to Mr. Stone's statement I said:

"The chairman of the Board is not influenced in the slightest by what they may think at Washington. I have been on the bench too long for that. But, looking at it from another viewpoint, I think it is highly desirable that we should make as much progress as possible. Of course, if you have an engagement, we will not insist."

Feeling that it might be inferred from what I said that I acquiesced in the statement that "Washington is getting impatient," I take this opportunity of saying that in view of the limited appropriation made by Congress for this purpose (which is usually the case in the establishment of boards of this character, and for which the Board of Mediation is in no wise responsible), the members of that Board earnestly desire that we should determine these questions as speedily as possible. Nevertheless, I know of my own knowledge that it is also their desire that a full opportunity may be given for the introduction of any and all material evidence that may be offered by either party to this controversy, in order that there may be a fair and impartial consideration of the matters involved when we come to determine the same.

The fate of future arbitrations depends in a large measure upon the manner in which the present one is conducted. If we should deny the parties to this controversy ample time in which to present such matters as they may have to offer in support of their respective contentions, the award would be robbed of its force, and as a result arbitrations of this character would become unpopular in the future.

Proceed with your evidence.

DAVID B. ROBERTSON was recalled for further examination, and having been previously sworn, testified as follows:

Mr. Carter: Mr. Robertson, I believe we had hastily gone through the first fifty pages of the exhibit now before the Board. Is that true?

Mr. Robertson: Yes, sir.

Mr. Carter: And we had reached that chapter entitled "Economic Gain to Railroads Through Assistance to Firemen." Now, will you briefly describe what is shown under that chapter head without reading anything. First, the "Necessity for Breaking Coal to Proper Size for Firing."

Mr. Robertson: There are but two articles appearing under that chapter head, and they show the necessity, or, rather, the reason from a chemistry or combustion point of view of having coal properly sized.

Mr. Carter: If the coal is to be most efficient?

Mr. Robertson: Yes, sir.

Mr. Carter: What is the next sub-head?

Mr. Robertson: "Coal Should be Broken and Kept Within Reach of the Fireman."

Mr. Carter: What is said about that?

Mr. Robertson: This chapter shows the statements of various railway officials upon the subject of keeping coal within reach of the fireman, and the necessity for it.

Mr. Burgess: What page is that?

Mr. Robertson: Page 52.

Mr. Carter: Now, on page 53.

Mr. Robertson: Page 53, sub-head, "Breaking Coal Effects Saving in Fuel and Increases Efficiency."

This article consists of statements from various railway officials which show that the breaking of coal, and getting it of proper size, will increase the efficiency of the locomotive.

Mr. Carter: Next, on page 54.

Mr. Robertson: Page 54, sub-head "Keeping Coal Within Reach of Fireman Increases Efficiency."

This article shows statements from railway officials in which they claim that to keep coal within reach of the fireman will increase the efficiency of the locomotive, in that it permits the fireman to devote more time to the proper firing of the locomotive, in place of devoting a part of his time to shoveling the coal down from the tank.

Mr. Carter: I note you have another chapter on page 57, entitled "Consumption of Coal by Locomotives." Now, briefly describe the subjects under that sub-heading?

Mr. Robertson: The first sub-head is "Errors in Coal Accounting."

Mr. Carter: What does this show? You can read some of that.

Mr. Robertson: This article shows the various errors that creep into the methods employed by the railroads in accounting for their coal. For instance—

Mr. Carter: Mr. Chairman, if you will pardon us, we will dwell a little bit on this, because we think this has a very important bearing upon testimony already offered by Mr. Lauck.

The Chairman: I beg pardon, I did not catch that statement.

Mr. Carter: I say, if we dwell upon this sub-head of "Errors in Coal Accounting," I hope you will pardon us for this reason: This has a very important bearing upon certain statistical information presented by Mr. Lauck, who prepared his information from certain statistical information of the Interstate Commerce Commission.

The Chairman: You may pursue the course that you deem proper.

Mr. Carter: Show what this chapter sets forth.

Mr. Robertson: This chapter sets forth the errors that creep into the methods employed by the railroads in accounting for their coal. On page 57, Mr. Turlay of the Illinois Central says:

"I will state that for thirty days we weighed the engines before and after we took coal. We get our coal at the coal mines operated by other concerns, and run an average of 2,100 pounds short to the engine. We take what coal they say is in the chute and they issue the ticket. We take on these engines four to seven tons. We lost a fraction over a ton on each engine."

Mr. Carter: Would that indicate that there is a shrinkage of coal from the mines until it actually gets on the engine?

Mr. Robertson: It would indicate that the mines take credit for twenty-one hundred tons when they had evidently only gotten two thousand tons, according to Mr. Turlay's statement.

On page 58, Mr. McManamy, formerly of the Pere Marquette, says:

"It is left entirely to the judgment of a two-dollar man on the coal chute to say how much coal is placed on the tank of the locomotive."

Mr. Thayer, of the Southern Railway, on page 58, says:

“One road with which I am familiar conducted some tests on their passenger engines a short time ago. In this test they were only able to account for about forty per cent of the fuel used in that branch of service between terminals; that is, from the time the engine started with its train until it arrived at the other terminal. This seemed to indicate that sixty per cent of fuel was used at the terminals, and consequently was charged up as being used by the Mechanical Department. As a result, we went into this matter in order to determine the amount of coal used on the engines at the terminals.”

Mr. Carter: Mr. Robertson, that was in 1907?

Mr. Robertson: Yes, sir.

Mr. Carter: According to that, a vast proportion of the coal that was used at terminals was charged to locomotives at that time, is that true?

Mr. Robertson: According to that statement, yes, sir.

On page 60, under the head monthly “Pencil Adjustments,” Mr. D. C. Buell, Chief, Educational Bureau of the Illinois Central Railroad, says:

“The accounting for fuel on most roads is a joke. There are but few, if any, of you in the room, connected with the motive power department of a railway, who do not know of the pencil adjustments made every month at each coal chute to balance the tons of fuel charged against that point.”

Mr. Carter: Is that all?

Mr. Robertson: That is all, yes, sir. I might say that on page 61, the sub-head entitled “A Complicated Method Adopted,” contains the methods employed by the C. B. & Q. Railroad now in the matter of accounting for their coal.

Mr. Carter: Mr. Robertson; to read all these railroad technical authorities I presume places you in a position to understand what is usually said upon the subject. That being the fact, would it appear to you that in the last four or five years the methods of coal accounting have been much more accurate than formerly?

Mr. Robertson: Yes, sir, that is the conclusion that I have drawn.

Mr. Carter: If, four or five years ago, as stated here, all or a large portion of the coal that was consumed at the terminals was charged to the engines, and this practice was reflected in the report of the railroads to the Interstate Commerce Commission, it would have shown that more coal was charged to the engine than was actually consumed by the engine, wouldn't that be true?

Mr. Robertson: Yes, sir.

Mr. Carter: Well, presume that the railroads have improved their methods and have eliminated much of the errors which some say were a joke, and they now report to the Interstate Commerce Commission accurately what is consumed on an engine, would that not show a great decrease charged to each engine in the last four or five years by the reports of the railroads to the Interstate Commerce Commission?

Mr. Robertson: That, in addition to any saving that might have been effected at the terminals, would also be reflected in the reports, yes, sir.

Mr. Carter: Mr. Robertson, without in any way casting any reflections on the sincerity or honesty of anybody, I wish you would now set forth your personal opinions on the errors in coal accounting during the Eastern Arbitration of the Firemen's Wage matter, as briefly as you can?

Mr. Robertson: While the arbitration proceedings were in progress there, Mr. W. C. Hayes—

Mr. Carter: Mr. Turk.

Mr. Robertson: Oh! Mr. Turk, a fireman employed on the Susquehanna division of the Erie Railroad, was placed upon the witness stand to testify as to the fuel consumption on the Susquehanna division of the Erie Railroad, and during his testimony he stated that the firemen ordinarily consumed from 22 to 26 tons of coal per trip. The division was 140 miles long, and this coal consumption was with reference to slow freight service, an average of 24 tons per trip.

After Mr. Turk had introduced his testimony, a few days afterwards I received a letter from the General Manager of the railroad—I was at that time connected with the Erie Railroad myself as Chairman of the Firemen's Committee—and in the letter from the General Manager I was requested to take the matter up with Mr. Turk and endeavor to have him placed

on the stand, with the view of withdrawing his testimony, as they felt that he had grossly exaggerated the conditions there.

When the railroads presented their side, Mr. Hayes, the Supervisor of Locomotive Operation, presented figures, presumably taken from the records of the Susquehanna division, to show the amount of coal consumed per month by six locomotive firemen on that division, and the amount of money earned in slow freight service, and it appeared that it greatly discredited the testimony introduced by Mr. Turk. Mr. Carter and myself conferred concerning the matter, and we felt that there might be some mistake, and in order to ascertain the conditions I went to the Susquehanna division myself and—

Mr. Carter: By the way, you were an employe of that road, were you not?

Mr. Robertson: Yes, sir.

Mr. Carter: Go ahead.

Mr. Robertson: I went to the Susquehanna division myself and arranged to make a check of the coal placed on the engines. I placed three men at Susquehanna, three men at Southport, which was the middle of a division, and with two other men and myself we checked the coal at Hornell, and for three days we stayed there checking the coal put on the engines, to get a line on how much coal they burned per trip.

After we completed the work and the men who had checked the coal had sworn to the statements of the coal placed on the engines, we then compiled some data from the record we had made, and it was introduced as an exhibit later on, in rebuttal. It showed that the statement presented by Mr. Hayes as to the coal consumption in slow freight service had been taken partly from the records that should have been passenger service. Some of it should have been fast freight service. In fact, some of the coal consumption that was shown or appeared in the slow freight service should have been credited to switch engines; and my investigation of the matter, and the certificate prepared after the investigation was conducted, showed that Mr. Turk's testimony was entirely in accord with the conditions as they existed. In addition to the testimony, or rather, the record prepared by myself, I brought with me six firemen engaged in slow freight service from that division, who also testified that they were burning 24, 22 and 26 tons of coal per trip.

Mr. Carter: 140 miles?

Mr. Robertson: 140 miles, yes, sir.

While conducting this investigation I stayed over night at the coal dock myself, stayed right on the coal crane, and witnessed the method in which they accounted for the coal. They had coal books on the engines, and the engineers were required, under the rules there, to note on the coal book the amount of coal that they would require at the end of their trip. In many cases we saw the coal man, in place of charging to the engine the amount of coal the engineer requested, take and run a pencil through the engineer's slip, and mark a different number. For instance, if an engineer asked for ten tons, occasionally they charged eight, and on other occasions they would charge twelve. And it all went to convince me that the overage or the shortage in the coal appearing at the different docks at the end of the month was charged to the locomotives.

Mr. Carter: Was Mr. Turk removed from service for presumed falsely testifying—perjuring?

Mr. Robertson: Yes, sir, he was ordered to report to New York, to the general manager's office.

Mr. Carter: After they made this investigation did the Erie Railroad confess that you were right?

Mr. Robertson: Yes, sir, Mr. Lee—the Erie Railroad officials did, and Mr. Lee, who was representing the railroads said they would accept the statements in accordance with the facts.

Mr. Carter: And they returned Mr. Turk, the fireman, to the service without loss of time?

Mr. Robertson: Yes, sir. I don't want a false impression to get out about his being out of service. The man was ordered, not dismissed from service, but ordered to report to New York, to the General Manager's office. Whether he intended to discharge him or not, is a question, but he was out of service for two days.

Mr. Carter: But when General Manager Stone discovered you were right and the superintendent of machinery and weighing was wrong, he paid Mr. Turk for all time lost, did he?

Mr. Robertson: Yes.

Mr. Carter: Do you know how these errors occurred? Mr. Hayes himself was not guilty of wrong doing, was he?

Mr. Robertson: I understand that the matter was sub-

mitted to, or, rather, requested of the local supervisor of locomotive operation, and that they had made a mistake in charging the coal.

Mr. Carter: Probably an error by a clerk in the train-master's office; wasn't that true?

Mr. Robertson: That may have been true. I couldn't state positively.

Mr. Carter: Now, have you any other remarks you desire to make with regard to coal consumption?

Mr. Robertson: Well, I might say this. After reading what I have concerning the amount of fuel consumed by the locomotives today, which is referred to in the first chapter—the first two chapters of our book here, and particularly under the heading "Necessity for Two Firemen," wherein, many of the railroad officials, assembled in their association meetings, refer to the necessity for emancipating the fireman from the large amount of coal that he is shoveling today into these modern locomotives, and where they refer to the necessity for reducing the hours of labor, and where they refer to placing two firemen on the locomotive, or a stoker, and where they refer to the limit of human endurance having been reached in the matter of firing these modern locomotives, it is my impression that there is more coal being shoveled into these large locomotives today than there was in the locomotives a few years ago, regardless of what figures might show to the contrary. The expression of the railway officers themselves has left that impression with me. I think they establish that fact themselves.

Mr. Carter: That is all.

Mr. Byram: Mr. Robertson, in one of those excerpts that you read, something was said about an adjustment at the end of the month. What does that mean?

Mr. Robertson: Of coal per month?

Mr. Byram: Coal adjusted, yes.

Mr. Robertson: Why, as I understand, it means that—and this is my opinion, of course I can only offer an opinion upon what another man has said—

Mr. Byram: You have been a fireman, haven't you?

Mr. Robertson: Yes, sir, my understanding of that is that at the end of the month, for instance, if a railroad company has a thousand tons of coal at a certain chute, and at

the end of the month that coal was all gone, but there only appeared a credit of 750 tons to the locomotives that there would have to be a pencil adjustment of 250 tons, in order to make it balance.

Mr. Byram: How would they find out that they had a thousand tons on hand?

Mr. Robertson: Why, I presume that would show in the record of the coal received at the chute.

Mr. Byram: By the weight of the coal in the cars, I suppose?

Mr. Robertson: I presume so, yes.

Mr. Byram: Then, this adjustment, I understand, would be to distribute what errors had been made in charging the coal to the different engines, to the engines that had taken coal at the chutes during the time of consumption of that thousand tons?

Mr. Robertson: That is my understanding.

Mr. Byram: So that the discrepancy would be between the amounts charged to the individual engines, rather than the total amount charged to the locomotives?

Mr. Robertson: Yes, sir, a great deal of it would be there.

Mr. Byram: Then the effect on the coal charges, that is the cost of coal used by those locomotives, would not be changed, would it? The thousand tons of coal would still be charged to all the locomotives?

Mr. Robertson: It would be charged to the locomotives, yes, sir.

Mr. Byram: The only difference would be that it would be necessary to make an adjustment between the individual locomotives?

Mr. Robertson: Between the individual locomotives.

Mr. Byram: As to the amount of coal, and to correct any errors that might have been made in charging it out as they took it from the chute?

Mr. Robertson: I don't know how far they carry it out, I could not say as to that.

Mr. Byram: But that is what the adjustment is for, is it not?

Mr. Robertson: That would be my understanding of it, yes, sir.

Mr. Byram: That would not affect the total amount of coal consumed by all the locomotives, would it?

Mr. Robertson: Yes, sir.

Mr. Byram: How would it?

Mr. Robertson: Well, not that particular, no; that would not affect it, no, sir.

Mr. Byram: The thousand tons of coal would still have been consumed by locomotives?

Mr. Robertson: It would be charged to locomotives, yes, sir.

Mr. Byram: And it would be a correct charge to the locomotive service, except that it would not be charged correctly to the individual locomotives?

Mr. Robertson: I could not say as to that. I don't know how you determine a correct charge to the locomotives. If part of that thousand tons that was delivered to that coal chute was consumed around the roundhouse, five hundred tons of it, and that was charged to the locomotives, why that would be a question of opinion, I guess.

Mr. Byram: All the coal that is taken through the coal chutes goes onto the locomotives, does it not?

Mr. Robertson: I couldn't say. I have seen lots of it that did not go onto locomotives.

Mr. Byram: Where does it go?

Mr. Robertson: Into the roundhouse.

Mr. Byram: How does it get into the roundhouse?

Mr. Robertson: The men run up there with a coal car and take it down there to fire a boiler with.

Mr. Byram: They pick up coal around the coal chute?

Mr. Robertson: Yes, sir.

Mr. Byram: That is a small part of the tonnage that goes through the chute, isn't it?

Mr. Robertson: I presume it would be, yes; but it would all be charged to the locomotives evidently; if all the coal that goes up on the chutes is later charged to the locomotives regardless of where it is consumed, it would not in the end show that the locomotives burned all the coal that goes to the chutes.

Mr. Byram: Do not the locomotives use practically all of the coal that goes to the coal chutes and is delivered to the tanks?

Mr. Robertson: That is put on the tanks?

Mr. Byram: Yes.

Mr. Robertson: I would say that they use the most of it, yes.

Mr. Byram: The difference you refer to is the small amount that drops off the side of the tank when it is being delivered at the chute?

Mr. Robertson: No, I don't refer to that particularly. Any coal they might take from the coal chute to use at the roundhouse or anywhere else, if it is all charged to locomotives—and I am not saying it is, because I don't know how far you carry that, I am only speaking from what I have learned in this reading, I don't know your system thoroughly enough to say as to that.

Mr. Byram: But what you are speaking about, as to the amount of coal delivered to the locomotives, that would not affect the total amount charged, would it, to locomotives, except as to individuals particularly, in the adjustment at the end of the month?

Mr. Robertson: It would affect it as being charged to the fireman or engineer, yes, sir.

Mr. Park: Have you any knowledge that such screenings or slack, or pick-up that may be taken from under the chutes is not charged to the roundhouse?

Mr. Robertson: Have I any knowledge?

Mr. Park: Yes, that that is not done.

Mr. Robertson: Only information from what the other gentlemen there said, that all coal coming up in the chutes was eventually charged to the engines.

Mr. Park: But you referred to the coal that had fallen from the tanks of engines by reason of perhaps too much coming through the spout?

Mr. Robertson: Yes, sir.

Mr. Park: As occurs at all coal chutes, that is, for one week or one month, depending upon the amount of coal taken. If any of this coal after it is put up is taken, or should be taken to the roundhouse or any part of the shop plant, have you any knowledge that that is not charged to the roundhouse or to the shop plant, and deducted from the amount used on locomotives?

Mr. Robertson: I have had knowledge from practical ex-

perience, yes, sir. I have taken many cars from the coal chutes to the roundhouse, and used it, myself.

Mr. Park: Do you know that that was not charged to the roundhouse or to the machine shop?

Mr. Robertson: We had to make out the coal slips, and we charged it all to the engines.

Mr. Park: What proportion of the coal that falls from engines was diverted that way?

Mr. Robertson: I could not say what proportion. If we wanted any coal, we went to the coal dock and got it, but it was all charged to the engines.

Mr. Park: Were you instructed to handle it that way?

Mr. Robertson: We had no instructions. Our instructions were, all coal put up in the chutes, we charged it to the engines. There really wasn't any particular instructions.

Mr. Park: Isn't it a fact that they take coal from under the chutes, and generally shove it up into the chutes over again?

Mr. Robertson: I could not say, I am sure.

Mr. Park: That is all.

The Chairman: What amount of coal do you carry in going to the roundhouse? How much coal would you take, a carload?

Mr. Robertson: We used to have a flat car, Mr. Chairman, and whenever we wanted coal for the roundhouse, we would run it up there, load it up and run it down to the shop.

Mr. Park: But the proper method would be to charge that up to the Mechanical Department, would it not?

Mr. Robertson: That would be my opinion, yes, but if you charge all the coal that goes up in the chute to the locomotive and then later charge that the firemen burn all the coal that goes up in the chute, and you have a railroad one hundred miles long, and twenty locomotives on that railroad, each of them making a trip over the division a day, burning twenty-five tons of coal per day, you are charging five hundred tons of coal to those twenty locomotives. If you paid the fireman ten dollars a day for firing over that division, you would be paying two hundred dollars every day for burning five hundred tons of coal, or, for a thousand dollars, you burn twenty-five hundred tons of coal, and if you start a fuel campaign, or any investigation, you find that there are two and a half tons of coal being consumed in this terminal, at the roundhouse, in firing up these

locomotives, and all of this has formerly been charged to this thousand dollars and, through your fuel account you eliminate those two and a half tons that you are losing at the terminal, or 10 per cent, you will then, without increasing the firemen's wages, show you are only burning two thousand tons of coal, but still you are paying the fireman for the additional—

Mr. Park: I understand all that theoretically; but you seem to imply from the testimony, that there is a conspiracy on the part of the railroad officials to take coal from one account and use it in another. If you were handling that coal and handled it in that way on this particular railroad, weren't you a party to a conspiracy of that kind? You knew that any coal used at the roundhouse or shop should be charged to the roundhouse or shop, no question about that?

Mr. Robertson: When I did that I never thought about conspiracy. That was when I worked in the roundhouse. I worked there three years and a half.

Mr. Park: In what capacity?

Mr. Robertson: Well, in every capacity except that of foreman. I started in as wiper, and when I quit I had charge of washing the boilers out in the shop—when I went firing. I worked at all kinds of jobs in the railroad shop, even to car repairing, but I had no idea of the extent of the coal records, and the trouble that railroad officials have in trying to correctly account for their coal. I appreciate that it is quite a task for a railroad to properly account for the coal, for the shortages, and so on, and they do not seem to have a great deal of trouble insofar as accounting for shortages is concerned in the coal chute; at least, the last report of the International Railway Fuel Association would make it appear so.

Mr. Park: What experience have you had, if any, on any other railroad except the Erie?

Mr. Robertson: I worked on the Pennsylvania Railroad for some time.

Mr. Park: Have you had any experience on Western railroads?

Mr. Robertson: No, sir, never.

Mr. Park: You don't know anything about their practice?

Mr. Robertson: No.

Mr. Park: That is all.

CROSS EXAMINATION.

Mr. Sheean: Mr. Robertson, the practice generally, as you gather it from your readings and observation, is to have the engineer in some manner either receipt for coal from time to time, or make a record of some sort of the requirements of his engine?

Mr. Robertson: That is the general practice, yes, sir.

Mr. Sheean: Of course, there is not on the road an actual weighing of the engine with the tank partially filled, and then an actual weighing of the engine after it is supplied with coal, but the engineer knows whether or not he does receive what he has requested at the coal chute, in a general way?

Mr. Robertson: In a great many cases, of course, he does not note that because—

Mr. Sheean: I mean observes it. The engineer generally sees that he is not charged up with much more coal than what he thinks he gets.

Mr. Robertson: You understand that in pool freight service, when an engineer brings an engine in, he does not take it out. After he marks up on the book the amount of coal that the engine should take, he goes home, and probably his engine is standing down here on that incoming track and will probably stand there for an hour or two, and he is home when the coal is put on, so the next time he goes out he is on another engine.

Mr. Sheean: A record is made by the people who put coal on, of what is put on there, on that particular engine?

Mr. Robertson: I don't know how that is handled there.

Mr. Sheean: You have not observed just what the detail of that is?

Mr. Robertson: I don't know just exactly what they do. I have just seen them run their pencil through the book, mark on so much coal on the book.

Mr. Sheean: That is, if ten tons are requested, they may record that they put only eight tons, or may record they put on twelve, although the request was for ten tons?

Mr. Robertson: Or if they put on eight, they may charge ten in order to balance their account at the coal chute.

Mr. Park: Isn't it a fact that the Western roads use coal tickets specifying three tons, five tons, and so on?

Mr. Robertson: A great many of them do, yes, sir.

Mr. Sheean: The actual tons, as you have stated there, they do not ascertain by weighing the engine with a part of the coal?

Mr. Robertson: I do not understand any of them do that.

Mr. Sheean: But they are based upon so many clam shells or scoops, or whatever they load with, and in that way estimate the number of tons that are put on at the end of the month, or the end of the time period that Mr. Byram has referred to here, when that thousand tons of coal went into the coal chute, which is designed for locomotive use, isn't it?

Mr. Robertson: That is my understanding, yes.

Mr. Sheean: Save and except the pick-ups that may result from overflow and things of that sort, coal going into the coal chutes is designed and intended for locomotive use, and is so used?

Mr. Robertson: That is my understanding.

Mr. Sheean: With the knowledge that one thousand tons of coal went in, and on the individual tickets of the engineers, only seven hundred and fifty tons is accounted for, that adjustment that has been referred to is made, accounting for the other two hundred and fifty tons of coal?

Mr. Robertson: That is my understanding, yes, sir.

Mr. Sheean: Whether or not that operates fairly as between the different engineers would not change the general result that that coal partly has been used by engines which have been loaded at that tank, at that coal chute, the greater part of it?

Mr. Robertson: Oh, yes.

Mr. Sheean: In making distribution, the usual practice is to distribute that two hundred and fifty tons on the basis of the miles made by the engines which were loaded at that tank or at that coal chute?

Mr. Robertson: I could not say as to the method of distribution: I do know that some of the statements in here show that some men at coal chutes have charged certain engines with a certain amount of coal, or distributed that coal to two or three engines. I don't know what their general method of distribution is.

Mr. Sheean: In arriving at the general result of how much coal was used by all locomotives loaded at that chute during the

month, the only error or inaccuracy that you know of is the small amount that may result from these pick-ups?

Mr. Robertson: And the shrinkage would amount to two per cent?

Mr. Sheean: And the shrinkage would amount to two per cent, that is between the ingoing coal and the outgoing coal.

Mr. Robertson: From the time that it is mined, if it does not stand too long.

There is another question there, Mr. Sheean, that I was not able to grasp. Do they charge the total amount of coal in the chute as being the same tonnage that leaves the mine?

Mr. Sheean: I don't know, Mr. Robertson. I am asking what your observation has been from these various statistics that you have introduced here.

Mr. Robertson: The reason I brought that point up is that if there is a loss enroute that would also be charged to these locomotives.

Mr. Sheean: That is the same loss that people buying coal by the carload and paying the mine weight for it, would sustain; the purchasers of coal from the coal mines, and who accept and pay for the mine weights, would be influenced and affected in just the same way, as this proposition of your account here, would they not?

Mr. Robertson: That would be my understanding.

Mr. Sheean: That would amount to about two per cent shrinkage, if that was done. In this overflow, or pick-up that you speak of, where coal is loaded at chutes, what has your observation been as to what percentage that would be, or are you able to state?

Mr. Robertson: I cannot state, no, sir.

Mr. Sheean: You spoke of your conclusion that, generally speaking, more coal is now being shoveled into the larger engines?

Mr. Robertson: Yes, sir.

Mr. Sheean: You know also that, generally speaking, the larger engines into which more coal is thus shoveled, pay a higher rate to the fireman? Whether or not the higher rate thus paid the firemen is greater proportionately than the amount of coal, you have not attempted to analyze; that is, whether the increased rate paid firemen on the larger engines over the small

engines is greater, proportionately, than is the proportion of more coal in the larger engines, you have not attempted to figure out or decide?

Mr. Robertson: There is a case in here on page 45, you will find there, where the increased coal consumed by the locomotive fireman on a Mallet engine over a Consolidation engine, is about 56 per cent.

Mr. Sheean: On that particular road about what is the rate paid firemen on the Mallet, as compared with the smaller—

Mr. Robertson: The fireman gets four dollars a day.

Mr. Sheean: On the small engine with which this comparison is made, what is the fireman's rate?

Mr. Robertson: I could not say. I would have to get information on that?

Mr. Sheean: About \$2.80?

Mr. Robertson: No, it is at least \$3.55.

Mr. Sheean: At least \$3.55?

Mr. Robertson: That would be my understanding. Mr. Phillips, what does the Union Pacific pay for a Consolidation engine weighing about 200,000 pounds on drivers?

Mr. Phillips: I think your figure is about right.

Mr. Robertson: \$3.55 or \$3.75. Where is D. W. Smith?

Mr. D. W. Smith: \$3.55.

Mr. Sheean: On Consolidation engines?

Mr. Robertson: Yes, sir.

Mr. Sheean: And the Mallet engines?

Mr. Robertson: Four dollars.

Mr. Sheean: So in that particular case, the percentage of increase as between the coal consumed and the advanced pay of firemen is not the same in advanced pay as it is in coal consumption?

Mr. Robertson: No, sir.

Mr. Sheean: Is that the only case in which you have made any observation?

Mr. Robertson: The only cases on which I care to express any opinion, Mr. Sheean, are the ones that did come under my observation, yes, sir.

Mr. Sheean: That is the only one?

Mr. Robertson: Yes, sir; to your question.

Mr. Sheean: I think you did call attention in one of these

exhibits, the other day, to the percentage of increase of coal consumption being less than the percentage of increase to firemen?

Mr. Robertson: That was the same one, I think.

Mr. Sheean: What one is that?

Mr. Robertson: On page 45, I think.

Mr. Sheean: Page 45?

Mr. Robertson: Page 45. It shows a Consolidation engine on the Union Pacific burned 32,029.66 pounds of coal on a trip where a Mallet burned 50,100.83.

Mr. Sheean: That is per thousand ton miles in which that increase is made?

Mr. Robertson: No, increase taking the total amount of coal that the fireman shoveled on the trip, shows that on the 277 Consolidation he shoveled 32,029.66 pounds of coal, where on the Mallet he shoveled 50,100.83 pounds of coal, a difference of 56 per cent.

Mr. Burgess: What page is that on?

Mr. Robertson: That is on page 45.

Mr. Sheean: And what is the 277 and 288 column there?

Mr. Robertson: I don't just understand you.

Mr. Sheean: The comparison there, as I get it, reading back on the other page, is that the Mallet engine was pulling the same train as two Consolidation engines.

Mr. Robertson: You see there are two comparisons there. There is the Mallet compared with two Consolidations, and the Mallet compared with one Consolidation. Your question, as I understood it, was whether or not the increase in money amounted to the same to the locomotive fireman on the large engine as on the small engine; that if the increase of coal consumption, rather, in percentage, amounted to as much as the increase of wages and this would show that the increased coal consumption was 56 per cent more on the Mallet than on the one Consolidation.

Mr. Sheean: But those Consolidations were run together in one train, on the head end of the train, were they not?

Mr. Robertson: One trip was, but the one I referred to was a Consolidation, run all alone at 277—there on the end, 277 Consol.

Mr. Sheean: Oh, and what you are speaking of is the comparison with the one engine alone?

Mr. Robertson: Yes, sir; I have confined it to the two firemen separately. I might add to that also, Mr. Sheean, if you will look into the proceedings for the Traveling Engineers for the same year, you will find where, on the Great Northern Railroad, a test trip was made to ascertain the amount of coal consumed between a Mallet locomotive and a Consolidation, and it shows that the Mallet locomotive consumed over 62 per cent more coal than the Consolidation.

Mr. Sheean: There is a comparison made, I think, at page 22, to which Mr. Carter called attention, in which there was apparently a saving of 43 per cent in the fuel.

Mr. Robertson: Per 1,000 ton miles.

Mr. Sheean: Per 1,000 ton miles?

Mr. Robertson: Yes, sir.

Mr. Sheean: While there was a reduction in the wages, or a saving in wages, rather, of only 27.6 per cent?

Mr. Robertson: Yes, sir.

Mr. Sheean: So that the decreased consumption of coal there, per 1,000 ton miles, that is, the decrease in coal was greater than the decrease in the wages paid engineers and firemen in that particular example?

Mr. Robertson: I don't understand what you mean there, Mr. Sheean.

Mr. Sheean: They refer to the costs on this page 22, do they not?

Mr. Robertson: Yes, sir.

Mr. Sheean: And on the saving in cost of coal—

Mr. Robertson: Yes, sir.

Mr. Sheean: (Continuing)—the saving in cost of coal was greater than the saving in cost of engineers and firemen?

Mr. Robertson: Yes, sir. When you speak of it in 1,000 ton miles. But, you cannot measure the work of a fireman, or the amount of coal he shovels per trip, by thousand ton miles, by any means.

Mr. Sheean: That, of course, is true of all tables that are submitted here with reference to the reducing of firemen's wages or compensation to the ton mile basis?

Mr. Robertson: When you refer to 1,000 ton mile basis in this particular case, why—well, I don't know of any other tables

that have been introduced here; I have not read any of the proceedings in this arbitration, or anybody else's exhibits, but when you speak of a fireman's wages in 1,000 ton miles you are a long ways from knowing what the fireman's wages are.

Mr. Sheean: Precisely, and whenever you reduce anything to ton miles, whether it be 1,000 ton miles or 10 ton miles, you are merely making a comparison of cost, and not at all a comparison of wages?

Mr. Robertson: I couldn't say as to that.

Mr. Sheean: Well, you are a long way from getting any result as to wages when you reduce it to a ton mile basis, whether it be 1,000 ton miles, or 1 ton mile, or anything else?

Mr. Robertson: I draw my conclusion from this, Mr. Sheean; this shows 43 per cent saving in the fuel per 1,000 ton miles. If you will turn over to page 45, it shows a saving there, per 1,000 ton miles in fuel, of 7.6 per cent, but when you come to measure the amount of fuel that the fireman is shoveling per trip, you will find that his labor has increased 56 per cent.

Mr. Sheean: On the actual amount of coal shoveled there?

Mr. Robertson: Yes, sir.

Mr. Sheean: As to what length of time he consumed in shoveling that coal, of course, this table gives no idea at all?

Mr. Robertson: The length of time?

Mr. Sheean: The length of time, yes.

Mr. Robertson: Yes, he was eight hours and fifty minutes shoveling that coal.

Mr. Sheean: On the single Consolidation?

Mr. Robertson: No, on the Mallet. The single man was six hours and forty minutes.

Mr. Sheean: Six hours and forty minutes?

Mr. Robertson: Yes.

Mr. Sheean: And on the larger engine he was eight hours and fifty minutes?

Mr. Robertson: Eight hours and fifty minutes, yes.

Mr. Sheean: Mr. Robertson, any comparison merely on the ten mile basis has no relation at all to the wages of firemen, has it?

Mr. Robertson: I couldn't say.

Mr. Sheean: I think that is all.

RE-DIRECT EXAMINATION.

Mr. Carter: In regard to the last subject discussed, I find, on page 45, that you show that the coal consumed by the one fireman increased 56 per cent.

Mr. Robertson: Yes, sir.

Mr. Carter: I understand the difference in the rates between that engine and the Consol., was the difference between \$3.55 and \$4, an increase of 12.7 per cent.

Mr. Robertson: Yes, sir.

Mr. Carter: In wages?

Mr. Robertson: Yes, sir.

Mr. Carter: Does this table show that while the fireman's wages on the Mallet was 12.7 per cent greater than on the Consol., that the amount of coal he consumed on the Mallet was 56 per cent greater than on the Consol.?

Mr. Robertson: It shows exactly that.

Mr. Shea: Mr. Robertson, right there, do you know what the increased tonnage was per train?

Mr. Carter: I was going to bring that out; I have it checked.

Mr. Shea: All right.

Mr. Carter: Now, Mr. Robertson, in the second line, what was the difference between the tonnage hauled by these two locomotives?

Mr. Robertson: The Mallets tonnage was 1,614.78 tons, while the tonnage of the Consol. was 952.95 tons.

Mr. Carter: What was the gross ton mileage?

Mr. Robertson: The gross ton mileage was 122,400.32 for the Mallet, and 72,233.61 for the Consol.

Mr. Carter: Have you computed the increased percentage there?

Mr. Robertson: No, sir, I have not.

Mr. Carter: Would you guess that it was 80 per cent, without computing it?

Mr. Robertson: Well, I wouldn't want to guess.

Mr. Carter: Did you not read somewhere in one of your exhibits Friday that a fireman's work was measured in locomotive miles, while the company's revenue was measured in ton

miles? If you did not read it, I saw a headline that would indicate that was in the exhibit, or something to that effect?

Mr. Robertson: No, it stated that the earnings to the railroads were measured in ton miles, while the expenses were measured in train miles.

Mr. Carter: It meant about the same thing?

Mr. Robertson: Yes, sir.

Mr. Carter: This distinction between ton miles or 1,000 ton miles, and train and locomotive miles, or 1,000 train or locomotive miles is such, is it not, that the railroads can show an enormous increase in revenue from the fireman, and show little or no increase in wages, compared in flat amounts? Say 30 cents increase a trip for a fireman, and perhaps \$1,000 for the railroad in ton miles?

Mr. Robertson: This example on page 45 would bring that out.

Mr. Carter: That is what I wanted to bring out, gentlemen, if you will again pardon me. When counsel for the railroads attempts to show, that because of ton mile statistics, engineers and firemen have either had their wages greatly increased, or their labors greatly reduced, it is evident that he has not solved the technical intricacies of this ton mile and locomotive mile problem. It is the most intricate thing that is in the entire movement. I am sure that when he asks his question, he himself does not understand it, for I am sure he would not attempt to deceive the Board.

Mr. Sheean: I have attempted to bring out that the ton miles had no relationship to it, Mr. Carter. If we can agree on that, perhaps we could read Mr. Lauck's exhibits out of the record by agreement.

Mr. Carter: I will agree that ton miles affect the earnings of railroads, greatly. It only affects the engineers or firemen by increasing their labor.

Mr. Stone: I would like to add that we are not willing, at any stage of the game, to read Mr. Lauck's exhibits out of the record. We will leave that to the other side to show that they are untrue.

Mr. Carter: And, for fear it may be understood that I intimated as much, I think I have tried to bring out, gentlemen

of the Board, by this witness and by these statements, that it is a change in the method of accounting.

Without reading it, I desire to call your attention particularly to the following paragraphs on page 58, entitled "Only Forty Per Cent Charged to Engines" in 1907. On page 60 an article entitled "Monthly 'Pencil Adjustments,' " "Incorrect Distribution of Fuel," and "An Estimate or a 'Wild Guess.' " I shall not read these, but desire to call the attention of the Board to the same.

Our purpose in dwelling upon this is to show that railroads might have honestly made reports in 1907 that showed all the coal charged to locomotives; they might honestly have made reports in 1913 that showed only the coal charged to locomotives that locomotives actually burned. Presuming that these reports were made in this manner, that there is an improvement in the matter of coal accounting (which we grant), and that the railroad was honest in both instances, it would supply the Interstate Commerce Commission with the information that there had been a decrease in coal consumption per locomotive mile or per fireman mile. Now, we confess and agree that that might be true. Mr. Lauck has admitted that. But we say the reason Mr. Lauck has admitted that is because today they try at least to only charge to a locomotive the coal actually consumed by that locomotive in the service, while four years ago, as these statements will show, only 40 per cent, I think it was, was charged to locomotives, and the reason we have dwelt so long upon this is because we have absolute faith in any statement that Mr. Lauck makes here, even though it is apparently against us.

Mr. Park: Mr. Carter, this forty per cent statement was made by a traveling engineer and was a sort of guess, was it not, just his opinion?

Mr. Carter: I imagine it was a guess.

Mr. Park: He did not have any figures?

Mr. Carter: No, he didn't have any figures; just simply an estimate.

Mr. Shea: Mr. Carter, is it a practice for railroad officials to make a guess or an estimate of their records?

Mr. Carter: In this instance, Mr. Shea, I confess I imagine he just simply estimated from his general experience that

it was that. I do not think he quoted from any table or any test. I think it was just an estimate of his as to just what was the experience.

Now, Mr. Robertson, to prolong this a little bit; was there not formerly a great deal of coal which was charged to locomotives used in the cabooses for heating trains, heating caboose cars, freight trains?

Mr. Robertson: Yes, sir.

Mr. Carter: The brakemen would go over and get some coal at the coal chute to put in the caboose stoves?

Mr. Robertson: Yes.

Mr. Carter: Is it not a fact that brakemen on various roads will burn a fire before they leave, to warm their hands?

Mr. Robertson: They do it yet.

Mr. Carter: Don't they go to the engine and get the coal?

Mr. Robertson: A great many times.

Mr. Carter: Now, in firing up engines, is not there a large amount of coal used?

Mr. Robertson: Yes, sir. On some railroads they overcharge the ticket a ton, in order to account for the firing up.

Mr. Carter: Is it not sometimes that so much coal is used off a full tank in this manner before it goes out again, that they have to take coal again?

Mr. Robertson: On the Santa Fe we sometimes find two or three tons gone, yes, sir. That is Mr. Ludington's report to the International Railway Fuel Association, last May.

Mr. Carter: And he finds that after the coal has been charged to the engine, and the engine put in the house, as much as two tons will be taken off the engine?

Mr. Robertson: Two and three. I think as high as four, he says, sometimes, when they lie around a long time.

Mr. Carter: Then, before the engine goes out is it charged with the same amount of coal again in order to fill the tank?

Mr. Robertson: They fill the tank up before they leave the terminal.

Mr. Carter: Now, if the charge is accurate, as Mr. Ludington wants it to be, that amount that they had to take again is charged to the roundhouse, is it not?

Mr. Robertson: Yes, sir.

Mr. Carter: He advocates that?

Mr. Robertson: Yes.

Mr. Carter: Now, if formerly it was not charged to the roundhouse, would not that make a great difference?

Mr. Robertson: I would think so, yes, sir.

Mr. Carter: Now, you have been speaking of your personal experience on an eastern road. One of the western men wants me to ask you this question. Is it a very common experience to see roundhouse men, on cold days, on top of engine tanks in roundhouses, throwing off coal to fill up roundhouse stoves with?

Mr. Robertson: I have seen a great many of them do it, yes.

Mr. Carter: That was a western man who asked me to ask that question.

Mr. Robertson: I have seen them do it on eastern railroads.

Mr. Park: That is where they don't use steam heat to heat the roundhouse?

Mr. Robertson: Yes, sir.

Mr. Carter: In regard to the engineer receipting for coal, what is the purpose of that receipt, Mr. Robertson, on the Erie Railroad, where you investigated in 1912?

Mr. Robertson: The purpose is to try, as far as possible, I presume, to keep an account of the amount of coal that each engine is burning.

Mr. Carter: Did any engineer tell you that the officials of the company were remonstrating against them putting so much coal on a coal ticket?

Mr. Robertson: Yes, sir, I had one engineer tell me during my investigation there that the supervisor of locomotive operation had approached him concerning the amount of coal he had on his ticket. He told him his engine was blowing, or that his valves were blowing, and that resulted in his using a little more coal than on an engine where the valves were tight, and he approached him concerning the amount of coal he was showing on his ticket and remonstrated with him, said, "You are showing entirely too much coal." Well, he says, "The engine is burning it." He says, "I don't care whether it is burning it or not. I want you to cut it down." "Well," he said, "If you want it cut down I will cut it down." So I presume he cut it down.

Mr. Carter: In closing this entire matter, if it is a fact that because of the earnest effort of railroad officials to adopt

an accurate method of accounting, they now only charge to a locomotive that which is actually burned by a locomotive, and this improvement is reflected in the reports of the railroads to the Interstate Commerce Commission, it might show, might it not, that firemen are burning less coal per \$1,000 in wages now than they were four or five years ago?

Mr. Robertson: It would also show that any savings effected outside of the savings effected—

Mr. Carter: Did you answer yes or no to my question?

Mr. Robertson: Why, the savings, yes, sir.

Mr. Carter: And in addition to that it would be the savings that they have brought about by direct economy. Isn't that true?

Mr. Robertson: Yes, sir.

Mr. Carter: That is all.

Mr. Byram: Mr. Robertson, did I understand you to say you knew there had been a change in—this change you speak of—that there has been a change in the accounting for coal, or that you just assumed if there had been a change there would be this result?

Mr. Robertson: A change in accounting?

Mr. Byram: Yes.

Mr. Robertson: To whom?

Mr. Byram: Accounting for the coal, so that only so much is burned on a locomotive is now charged, while formerly there was other coal used and charged to locomotives on the Santa Fe—I am not speaking now of railroads in general.

Mr. Robertson: I cannot speak for all of them. I will have to confine my opinion to those I have read. On the Santa Fe, Mr. Ludington's paper before the International Railway Fuel Association last year says that they have discontinued the matter of charging to the engineer the coal burned in the roundhouse; while they still perpetuate the charging to the ton miles the coal necessary to operate the division, they don't charge to the individual engineer the amount of coal that is burned in the roundhouse.

Mr. Byram: That was this year, was it not, 1914?

Mr. Robertson: Yes.

Mr. Byram: So their change in practice would not affect any of these statistics, would it?

Mr. Robertson: Well, the practice has been in effect there since 1909.

Mr. Byram: 1909?

Mr. Robertson: Yes, sir, and his paper was presented this year, and he shows a comparison there between 1913 and 1909, shows quite a saving in fuel. He first shows the increase in tonnage on the railroad, and then shows the saving in fuel per ton mile, and he could very easily show that, by not charging to the engines the coal that was burned in the roundhouse.

Mr. Byram: That is one railroad. Do you know whether other railroads have changed their practices?

Mr. Robertson: I could not say, no, sir.

Mr. Byram: Then the statement as to general practice such as you made was only founded on what was done on one railroad?

Mr. Robertson: No, I was going to say this, that the discussion of the report of the International Railway Fuel Association, Mr. Ludington's report, will substantiate what I say concerning the remedy being made and the changes brought about in order to rectify the coal accounting on the different railroads, both east and west.

Mr. Byram: You don't know whether those changes have been put in effect?

Mr. Robertson: I couldn't say, no.

Mr. Byram: Now, this two per cent shrinkage you speak of, that has always prevailed in coal, hasn't it? That prevailed in 1909 just as well as in 1913?

Mr. Robertson: I guess it shows up in coal ever since they have been mining. They have maintained a two per cent in shrinkage. That is what is usually found.

Mr. Byram: Have not they always had to keep locomotives warm in the roundhouse, to burn fuel to keep them hot? Haven't they always used coal in engines while they were in roundhouses, that are about the roundhouse yard?

Mr. Robertson: If they wanted to keep them hot they would have to.

Mr. Byram: That practice has not changed, then?

Mr. Robertson: Yes, it has changed considerably.

Mr. Byram: How is that?

Mr. Robertson: On some railroads they don't use coal to

warm up a locomotive. They are saving a ton every time they fire them up. They use shavings, and oil.

Mr. Byram: To keep them warm? That is only while they are starting the fire?

Mr. Robertson: Yes.

Mr. Byram: They use coal to keep them hot, don't they, the same as they did before?

Mr. Robertson: Oh, yes, that is general.

Mr. Byram: The difference might be in stating whether they used wood or coal or oil?

Mr. Robertson: There is considerable difference in this respect. Every railroad official knows there has been quite a campaign in the matter of fuel economy on all the railroads, and I have known superintendents of operation at the terminals to lay down the rule to the terminal superintendent as to how much coal each locomotive should consume while she is lying in the terminal. Now, while I was in a terminal myself taking care of locomotives we didn't have any such rule. And, of course, as their own statements show, the employing of more highly intelligent men to handle locomotives in the terminals, such as hostlers, has shown a considerable saving in the coal consumed at the terminals, and that would all be charged out, or, rather, as a saving that is now going to coal that is now being consumed by the engine.

Mr. Byram: Did you use any more coal when you were in a roundhouse, to keep an engine hot, than you do now? To keep it warm while it is in the house?

Mr. Robertson: Did I?

Mr. Byram: Yes. Did you use any more coal then, when you had no instructions, than is done now?

Mr. Robertson: Personally I didn't, no.

Mr. Byram: Then it would not change the situation?

Mr. Robertson: I have seen it change considerably, yes, sir.

Mr. Park: Mr. Robertson, does the Santa Fe pay a bonus to the engineers and firemen in handling coal?

Mr. Robertson: My understanding is that they do not.

Mr. Park: They do not? Do they keep any record in which they show the names of the individuals as to the use of coal?

Mr. Robertson: I understand they do, yes, sir.

Mr. Park: That is, they are endeavoring to have the engineers and firemen compete with each other as to who can get over the road with the least amount of coal?

Mr. Robertson: Yes, sir: A great many of the western railroads are doing that; eastern, also.

The Chairman: Mr. Robertson, what is the distinction, if any, between a locomotive mile and a train mile?

Mr. Robertson: Well, so far as my knowledge goes, Judge, I couldn't tell you that there is any difference.

The Chairman: The two terms have been used, and I have been trying to find out if there is any difference.

Mr. Robertson: A locomotive mile is the miles a locomotive runs, while a train mile is the miles the train runs.

The Chairman: Usually the locomotive has to be attached to the train.

Mr. Robertson: I am not well enough informed to say whether they always show the same.

Mr. Park: If they used a double-header on part of the road, that would make a difference between the train and engine mile?

Mr. Robertson: I would think so, yes.

The Chairman: If you had two locomotives, would there be any distinction?

Mr. Robertson: The locomotive mile would be double, then, I understand.

The Chairman: If there were two locomotives it would be double?

Mr. Robertson: Yes.

The Chairman: Well, if the train is empty you wouldn't have any ton miles at all, would you?

Mr. Robertson: No, sir, you would not have any ton miles.

The Chairman: You would have train miles?

Mr. Robertson: Yes.

The Chairman: If a train has 50 loaded cars and 25 unloaded cars, a ton mile would be estimated by taking into consideration the number of loaded cars, wouldn't it?

Mr. Robertson: Well, some railroads differ in their method of loading. Now, Mr. Crawford, of the Pennsylvania Lines West, is the father of the adjusted tonnage system of loading trains, and in that way they take into consideration the

friction of the cars, and the railroads differ as to their method of computing.

The Chairman: You mean the friction of the cars that are not loaded?

Mr. Robertson: A certain amount is charged as the tonnage, yes. If the cars are all loaded, there is a certain amount charged, and I am not an authority on that, Mr. Chairman. I could not just exactly say how they always figure that out. It used to be that they charged two empties as a load, but while Mr. Crawford is the father of the adjusted tonnage system, which is largely adopted in the eastern country, still, when it comes to speaking of coal burned per thousand ton miles, Mr. Crawford himself says it is the most misleading thing that can be used.

The Chairman: Well, supposing we have the train that I speak of, with 50 loaded cars and 25 empties, and you are going to make an estimate now as to the number of ton miles, would you, in any sense of the word, consider the empty cars in making that estimate?

Mr. Robertson: Well, I suppose that would vary on the different railroads, Mr. Chairman. I couldn't answer.

The Chairman: What is the usual practice in such cases?

Mr. Robertson: I couldn't say.

The Chairman: Is there not somebody who can tell us about that, so we will not be groping in the dark?

Mr. Robertson: I presume some of these railroad officials.

Mr. Carter: I imagine the railroads will have some experts on the stand.

Mr. Robertson: I presume they could tell you.

The Chairman: It has been said that the members of the Board are in the dark on this subject. That is the only point I have in mind.

Mr. Carter: It is a matter I am not clear on. If a locomotive is double-headed one way and then runs back without even a caboose, whether it is charged as train mileage or not, I don't know. I think not, but I really don't know.

Mr. Sheean: It is all covered by instructions in the Interstate Commerce Commission reports, as to what shall be done on all of those.

Mr. Park: It is charged just as it occurs.

Mr. Sheean: Probably the shortest and simplest way on that is the instructions of the Interstate Commerce Commission as to what shall be called a locomotive mile and what a train mile.

Mr. Park: I have never had occasion to look into the matter.

Mr. Stone: Mr. Chairman, if I might interject just a moment. This is a new one. I thought I knew about the ordinary railroading from A to Z, but they have sprung a new one on me in the papers this morning. The Chicago Great Western has adopted a new practice. An engine crew is called to go light from one terminal to another, to balance power. When they come down to go they find a caboose coupled on. The train crew have been called to deadhead in their own caboose, and the engineer is both conductor and engineer and signs all orders, and the fireman is both fireman and brakeman. He throws all switches and looks after the markers on the caboose. Now, just how they would charge that is a new one to me.

Mr. Carter: Mr. Chairman, those who are so unfortunate as to get enough money to fall within the provisions of the Income Tax will probably find that the instructions from Washington, not coming from the Interstate Commerce Commission, but coming from some other department, are very vague, so much so that in one town they are estimating the amount of tax to be computed one way, and in another town another way, and it is possible that some of these railroads are misunderstanding the matter so far, and honestly are not accounting in the same way for their ton mileage or train mileage. It is very difficult to understand the laws.

Mr. Byram: I don't think there is any doubt about the instructions of the Interstate Commerce Commission, or any misunderstanding as to how they want the accounts kept. I don't think there is any difference on the part of the railroads at all. The instructions are very clear, and compiled by expert people, and I think are well understood.

Mr. Park: And by the co-operation of the railroad auditors, I think that the accounting emanates altogether from the railroad accountants, but is approved by the Interstate Commerce Commission accountants.

Mr. Carter: To get clear on this, in this case cited by Mr.

Stone, on the Chicago Great Western, where only the engineer and fireman are on duty; the trainmen and conductor are asleep in the caboose; the fireman is doing the brakeman's work; how would that be charged?

Mr. Park: Why, that is a case that I never have heard of. I don't know the circumstances of it. It may be that the crew went on six or eight miles, on account of the—

Mr. Stone: Oh, no, Mr. Chairman. That is a case where an engine crew is called to go light, clear over a division, and the train crew deadheads with them in their own caboose. They have had two cases within the last sixty days.

Mr. Carter: Would that be charged train miles, the same as locomotive miles?

Mr. Sheean: Undoubtedly charged locomotive miles, and I think, under the instructions, also charged as train miles.

The Chairman: While Mr. Lauck employed the ton mile basis for the purpose of making certain calculations, I understand you gentlemen also contend that that is not the sole means by which the producing efficiency of the engineer and fireman may be tested? Is that correct?

Mr. Carter: Yes, sir. I think that is a very effective method of showing the increased efficiency.

Now, Mr. Chairman, if I may be permitted to make a statement, that has no value so far as oath is concerned, this note has been sent to me: "A few years ago the Santa Fe kept most of the engines with fire in them to keep them warm. Later, they are not allowed to fire them up until ordered, except at some points. One emergency engine is kept hot."

That would show a decreased amount of coal charged to an engine.

Mr. Robertson, without being conversant with the actual results of these attempts to improve coal accounting on all the roads, don't the discussions at these associations indicate that there has been an improvement?

Mr. Robertson: Yes, sir.

Mr. Carter: Mr. Robertson: Did you make a thorough investigation with regard to the experience of railroad companies with mechanical stokers?

Mr. Robertson: Yes, sir.

Mr. Carter: Is that the result of your investigation?

Mr. Robertson: Yes, sir.

Mr. Carter: We desire to introduce a pamphlet entitled "The Rise and Fall of Mechanical Stokers," as Exhibit number 52.

(The document, so offered and identified, was received in evidence and thereupon marked "Employees' Exhibit No. 52, January 18, 1915.")

Mr. Carter: Mr. Chairman and gentlemen, we will not read from this exhibit, because we recognize that we have consumed a great deal of time, but I desire to call attention to the great importance of this exhibit. In the first place, we recite the history of each stoker as set forth in the proceedings of the convention of the American Master Mechanics' Association, in the proceedings of the convention of the Traveling Engineers' Association, in the technical publications and the other authorities which we deem are of value. The marked feature of these historical sketches will show that we have employed a title used by Gibbon in describing the "Rise and Fall of the Roman Empire."

Mr. Carter: We find that each—well, I believe it is "Rise and Decline of the Roman Empire." I said Rise and Fall. The reason I said that was because I heard a remark made as to the Roman Empire, and I thought of Gibbons' title. Now, while we do not attempt to use Gibbons' title, we practically followed the same process.

In each of these stokers you will find how they are first great successes, how they almost did away with the necessity of a fireman, and then by experience how they were proven very expensive, too much so to keep in service, and abandoned.

We have listed these stokers, not in alphabetical order, but in the manner of their rise and of their fall. There is some very interesting matter concerning all of these stokers.

Our purpose, in presenting this exhibit, is to show that the railroads could relieve this board of the necessity of placing two firemen on locomotives if they would incur the expense of installing a stoker. We have not asked for two firemen on locomotives where there are perfect working mechanical stokers, nor will we ask for two firemen on large locomotives equipped with perfect working mechanical stokers. And, when I say "perfect working," I mean a stoker that is a stoker, and not something that makes even harder work for the fireman.

The Chairman: Was it the purpose in installing these stokers, to obviate the necessity of having more than one fireman on the train? Was that the purpose?

Mr. Carter: Mr. Chairman and gentlemen; I think it will be shown here that the purpose of the railroads in installing mechanical stokers is to feed more coal into the fire box than any one fireman can handle. I think that is set forth in all of these articles, or in a large number of them. It is set forth by most of the mechanical authorities, that one fireman cannot shovel enough coal to make a locomotive as efficient as it could be if more coal were shoveled.

The Chairman: But there must be one fireman to operate the stoker?

Mr. Carter: There must be one fireman to operate the stoker, or to shovel coal; but it is the consensus of opinion, of even mechanical authorities, that one fireman cannot shovel sufficient coal on the larger locomotives, to bring that locomotive up to its highest efficiency. That is, the locomotive should burn more coal than one fireman can handle. That, I think, is the consensus of opinion. Now, it is shown in this report that mechanical stokers will do that thing, that is, where they are working properly. It is shown that mechanical stokers will increase the efficiency of the locomotive, because the mechanical stoker will put more coal into the fire than one fireman can.

It is also shown herein, that where two firemen have been used, they are more efficient and less expensive to the railroad, than either one fireman or a mechanical stoker.

The Chairman: To what extent are they now in use? Is that shown by this exhibit?

Mr. Carter: We will bring that out in a short examination of Mr. Robertson.

The Chairman: Very well.

Mr. Carter: Now, Mr. Robertson, supplementary to what I have said in explanation of this, will you hastily pass through this exhibit, remembering that we want to get through just as quick as possible?

Mr. Robertson: Well, the first 32 pages contain a history of the various stokers that have been tried out, both in experimental stages, and those that are still in service, from 1907.

Then, under the heading, "Mechanical Stokers Increase

Efficiency of Locomotive," you will find several pages there devoted to testimony or statements of railway officials, wherein they state that if locomotives were equipped with stokers, that they could increase the tonnage of the trains, because of the fact that they could get a greater coal consumption.

The next sub-head, which is on page 41—and before going to that, Mr. Chairman, in reply to a question you asked a moment ago, if it was contended that stokers were necessary in order to obviate the necessity for two firemen, I would like to read a statement from Mr. Hurley, of the Wabash, who says, "You can move your trains at a higher rate of speed with the mechanical stoker than you can with the hand-fired engine."

He also says, "I realize that if you get the mechanical stoker we will only have one fireman on the locomotive."

Mr. Byram: Do you know if there are any stokers on the Wabash?

Mr. Robertson: Do I know?

Mr. Byram: Yes, Mr. Hurley speaks of an experience with them.

Mr. Robertson: I couldn't say offhand, but I can tell you in a minute.

Mr. Carter: What page is that?

Mr. Robertson: Page 28.

Mr. Carter: Do you get this information on page 28?

Mr. Robertson: Yes, page 28 shows the number of "Street Stokers" in service and what railroads they are on.

Mr. Byram: Any on the Wabash?

Mr. Robertson: No, sir, none shown here.

Mr. Shea: Mr. Robertson, will this exhibit show that a mechanical stoker has been perfected that will successfully fire a locomotive under all conditions?

Mr. Robertson: Well, some of those who are using them contend that, and their statements are in here.

Mr. Shea: It bears that out, does it?

Mr. Robertson: Yes, sir.

Mr. Park: Mr. Hannahan says his will fill all requirements, does he not?

Mr. Robertson: Who?

Mr. Park: Hannahan.

Mr. Robertson: I don't know, I have no quotations from him.

Mr. Park: He represents the Street stoker, doesn't he?

Mr. Robertson: I don't know. I have no quotations from Mr. Hannahan, and never read any statements from him. Mr. Clement F. Street is usually the gentleman you will find at the different association meetings, representing the Street stoker, and while we have a few statements from him, the majority of the statements in here are from railway officials themselves.

On page 41 is a sub-head entitled, "Stokers Should Burn More Coal than One Fireman."

That shows that the stokers should burn more coal than one fireman, and that they pay their own way by burning more coal, because of this increased tonnage.

You will find in here a statement from several officials showing that the tonnage of trains has been limited because of the human equation entering into the matter of firing locomotives, the human equation being the locomotive fireman.

On page 42, it says "Stokers Burn Inferior Coal." You will find under that heading, statements from railway officials showing that with a locomotive stoker that they can burn a far more inferior grade of coal than they can by hand-firing, and, from that point of view, there is quite a saving effected.

On page 44, "More Coal Burned with Stokers Than with Hand-Firing," is a statement from the Railway Age Gazette that shows that it is the undivided opinion that there is more coal ordinarily burned when the stoker is used than with hand-firing.

On page 44 also the heading, "Time Saved in Cleaning Fires when Stokers are Used," contains statements from railway officials. The committee's report is one from the Master Mechanics' Association and it says that only half the time is it necessary to clean the fire when a stoker is used, because of the fact that with a stoker you can burn a lighter fire, carry a lighter fire in the grate, and when it comes to cleaning it you haven't so much in there to clean out, and therefore only about one-half the time has to be utilized for that purpose.

Mr. Park: These statements or arguments were taken from the proceedings of the Master Mechanics' Association?

Mr. Robertson: Yes, sir.

Mr. Park: And their arguments are a part of the debate entered into when they were considering these subjects?

Mr. Robertson: Some of them are the debate, and others are exactly the report. This one I have called attention to is from the Committee's report itself. Credit is always given, following the article, to show whether it was in the discussion or in the article itself. It says there, in the Committee's report, "In handling stoker locomotives at terminals, or at ash pits along the road, there is some time to be saved, as the thinner fire can be knocked out or cleaned within ten or fifteen minutes' time, as against probably twice the delay in handling a locomotive which has been hand-fired."

Mr. Park: That is because they burn slack coal, with very few lumps in it? There is no bone or slate goes in to flux the coal?

Mr. Robertson: No, it is not true from that point of view so much as it is that they carry a lighter fire on the grate. The man who is hand-firing carries a heavy fire and when he gets in there is a lot of stuff in there, but with the stoker it is right down on the grate.

Mr. Shea: Mr. Robertson, do the railway officials contend that a mechanical stoker will successfully fire under all circumstances?

Mr. Robertson: Some of them do; some of them do not.

Mr. Shea: What per cent of them do so contend?

Mr. Robertson: I couldn't just say. I wouldn't want to say as to that, but the statements of the railroad officials will follow each other in here, with no regard to whether the statement is for the stoker or against it; and you will find under the heading of each stoker the statements made concerning that stoker, whether they are favorable to it or against it.

One follows the other. You may read one statement which shows that stoker is doing all anybody ever claimed for it, and the next statement may read that the stoker is not giving favorable results and has been taken off the road.

Mr. Park: Out of sixty thousand locomotives in use, you give only about seven hundred with stokers, according to your table.

Mr. Robertson: Seven hundred and twenty-six. There are 418 Street stokers scattered about all over the country. There

are more Street stokers scattered about the country than any other stoker. In fact that seems to be giving the most general satisfaction, because of its being distributed all over the country.

There are 301 Crawford stokers, but they are all confined to the Pennsylvania Railroad, Crawford being the superintendent of motive power of the Pennsylvania Lines West. Of the other few, ten, I think, two of them are on the New York Central and one or two are just being experimented with. In other words, there are 726.

Mr. Shea: On those roads where the officials claim they are a success, have they universally adopted them, or have they equipped the locomotives with these stokers?

Mr. Robertson: No, sir, the railroad that has the most stokers is the Baltimore & Ohio, they have 191, and they are not universally adopted.

On the C. B. & Q. Road they have some on their Santa Fe type locomotives, and on the Baltimore & Ohio also. In fact, the statement is made here that the large engines of the C. B. & Q. and Baltimore & Ohio Railroad, would never have been built, if it had not been known that a stoker could successfully fire them.

There is also a statement in here from one other gentleman in which he says that locomotives would be 50 tons lighter today if railway officials had not been led to believe years ago that a perfect stoker was at the threshold.

Mr. Burgess: Mr. Robertson, I think the answer to the many questions asked you can be found in the performance shown of the Norfolk & Western Railway.

Mr. Robertson: That is a very good one, yes.

Mr. Burgess: That is on page 27 of your exhibit. I desire to ask you some questions, and I think it is only proper that I should preface those questions by stating that I have no stock, or no interest in the Street stoker; but it states here, which I understand is a report and not a debate, that the total mileage made by engines equipped with stokers was 2,296,803?

Mr. Robertson: Yes, sir.

Mr. Burgess: I presume you are in a position to attest to the truthfulness of this report; that is you obtained it from some legal authority, did you not?

Mr. Robertson: It is copied from the Committee's report made at the last Master Mechanics' Convention.

Mr. Burgess: Now, the total stoker failures for that large amount of mileage, were only 165?

Mr. Robertson: Yes, sir.

Mr. Burgess: And the cost of this stoker for repairs per 100 miles was only 53 cents?

Mr. Robertson: Yes, sir.

Mr. Burgess: On page 28 we have the remarkable performance of two engines having made respectively 36,089 miles and 35,778 miles, without a failure?

Mr. Robertson: Yes, sir.

Mr. Burgess: Which to my mind, at least, Mr. Chairman and gentlemen, exhibits a very remarkable showing on a railroad that handles unquestionably as heavy traffic as any railroad in the country, except possibly two or three.

Mr. Park: Are these stokers on Mallet engines?

Mr. Burgess: Yes, sir.

Mr. Park: That is practically a double engine?

Mr. Burgess: Well, yes, it is practically a double engine. I thank you very much for admitting that, Mr. Park, because that is what we have been contending all along.

Mr. Park: All the Norfolk & Western automatic stokers are on the Mallet engines, are they not?

Mr. Burgess: I couldn't positively state that they were only on the Mallet engines, but I was in Bluefield about six weeks ago and I saw two Mallets that did have the stoker on them, and I assume the stoker would be placed on the Mallet, by natural assumption, because that is usually a large engine, or, as you have properly termed it, a double engine.

Mr. Park: Mr. Robertson, do you know whether they use them on any but the Mallet engines?

Mr. Robertson: On the Norfolk & Western?

Mr. Park: Yes.

Mr. Robertson: I couldn't state positively, no, sir, but I do know they use them on other than Mallet engines on the Baltimore & Ohio Railroad. In fact, there are more stokers on the Baltimore & Ohio applied to other than Mallet engines than there are applied to Mallet engines.

Mr. Park: Are they used on the mountains generally?

Mr. Robertson: No, sir; on the Cumberland division of the Baltimore & Ohio, running from Cumberland south, they have a great many stokers. In fact, I think most of the engines in through freight service, that is, slow freight service, have the automatic stoker on that division. They attempted to confine the stokers to one division there, I believe, when they installed them.

Mr. Sheean: I think that is all shown on page 28 of the exhibit. It seems to show the style and type of engines on each road where they are distributed.

Mr. Burgess: I beg pardon?

Mr. Sheean: The tabulation on page 28 of the article you refer to, seems to show the distribution as between classes of engines of all of the 418 stokers other than the Crawford.

Mr. Robertson: Yes, the Baltimore & Ohio have stokers on twenty-four Mallet type engines, and the Norfolk & Western have stokers on ninety Mallet engines, and stokers on two Consolidation engines.

Mr. Burgess: If I might say it, Mr. Chairman, this Norfolk & Western report appealed very strongly to me, on account of the very heavy tonnage the railroad handles in the mountainous states of Virginia and West Virginia.

Mr. Robertson: That is true. On the Baltimore & Ohio, the road firemen of engines of Baltimore & Ohio testified at our Arbitration hearings that they increased their tonnage as high as 250 tons when they put the stokers on there.

Mr. Carter: Mr. Robertson, will you turn to page 46, please.

Mr. Robertson: Yes, sir.

Mr. Carter: Will you show what Mr. Henderson, Mechanical Engineer of great repute, said before the American Railway Master Mechanics' Association, with regard to the relative cost per one thousand ton miles of one fireman, two firemen, and a mechanical stoker.

Mr. Robertson: Mr. Henderson is a mechanical engineer; I do not believe he is employed on any railroad at the present time, but he has always been a member of the Master Mechanics' Association, or has been for some years, and he makes this report—

Mr. Carter: By the way, is Mr. Henderson an author of

technical books on the subject, and recognized as a high authority?

Mr. Robertson: Yes, sir, he is recognized as a man of very high standing.

Mr. Park: In what business is he now engaged, do you know?

Mr. Robertson: The last record I had of him, Mr. Park, he was a mechanical engineer in business for himself. This article entitled "Comparison of Cost of Stoker with One Fireman and Two Firemen," shows that with one fireman running at the rate of six miles per hour, with a trainload of forty-two hundred tons, equaling 27,300 ton miles per hour, that the cost per thousand ton miles to the railroad was 19 cents.

With two firemen, running at the rate of ten miles per hour, hauling a train of forty-two hundred tons, which equals 34,400 ton miles per hour, the cost to the railroad was twenty cents per thousand ton miles.

Mr. Carter: Go right on through, now.

Mr. Robertson: One fireman with a train of 3,000 tons, making 24,600 ton miles per hour, shows a cost to the railroad, running at 10 miles per hour, of 21 cents.

A stoker hauling 4,000 tons, making 38,000 ton miles per hour, the cost to the railroads was 22 cents per 1,000 ton miles.

Two firemen, hauling 3,000 tons, making 28,300 ton miles per hour, the cost to the railroads was 22 cents, per 1,000 ton miles.

With one fireman, hauling 2,000 tons, making 19,000 ton miles, per hour, the cost to the railroads was 25 cents per 1,000 ton miles.

Mr. Carter: Mr. Robertson, does that show that there is relatively little difference between the cost per ton mile, between two firemen and a stoker?

Mr. Robertson: It shows that the cost per 1,000 ton miles, running at the rate of 10 miles per hour for one fireman, is 21 cents; and running at the same rate per hour, for two firemen, is 20 cents.

It also shows that running at the rate of 15 miles per hour, the cost per 1,000 ton miles to the railroad, was 22 cents.

Mr. Carter: Wait a moment; they increase their tonnage there, as I understand it, from 24,600 ton miles per hour, to

28,300 ton miles per hour, by the use of two firemen, and an additional expense of one cent, is that right?

Mr. Robertson: No, you are comparing the wrong figures.

Mr. Carter: I am comparing one fireman with 3,000 tons, with the two firemen with 3,000 tons.

Mr. Robertson: Oh, yes, I see. Yes, that is right.

Mr. Carter: Now, how about this stoker in between the two?

Mr. Robertson: The stoker hauling 4,000 tons, and making 38,000 ton miles per hour, shows that the cost was 22 cents per 1,000 ton miles to the railroad.

Mr. Carter: Would this report indicate that the railroads could profitably employ two firemen, or a stoker either, on these large engines; because, increasing the amount of coal consumed would therefore increase the amount of water evaporated, and consequently the amount of power developed?

Mr. Robertson: This would show that the cost per 1,000 ton miles was less for two firemen than it was for one.

Mr. Carter: What else does this show, Mr. Robertson?

Mr. Robertson: The next heading on page 47, is "Maintenance Cost." It shows, as near as has been reported, what the maintenance cost of a stoker is.

Mr. Carter: What does the next show?

Mr. Robertson: "Practicability in Doubt," contains statements from various railway officials, wherein they express opinion as to their doubt as to the practicability of the stoker.

Mr. Carter: Are there any special reasons set forth in these statements?

Mr. Robertson: Well, there are several here; take it on page 49, Mr. J. R. Luckey, in the Committee report to the Traveling Engineers' Association, says: "Without reflecting on my brothers who have preceded me with papers on the subject at prior conventions, I have felt that there has been too much of 'we have so many of this or that kind of stokers in service, and all doing fine,' while at our next meeting these same machines may be on the 'scrap pile,' and no doubt doing almost as good as before."

Mr. Carter: Is it not a fact that all through here you have reproduced everything said in favor of the stoker, and everything against it?

Mr. Robertson: Yes, sir, everything.

Mr. Carter: It is the history of the stoker from the railway officials' viewpoint?

Mr. Robertson: Yes, sir.

Mr. Carter: Wasn't there something said here about having to buy stokers?

Mr. Robertson: That is later on.

Mr. Carter: Later on?

Mr. Robertson: Yes. The next article is entitled, "Skill and Attention Required to Operate Stokers."

Mr. Carter: "Skill and Attention Required to Operate Stokers." Does this indicate that aside from the expression of the *Wail Street Journal*, that it does require a high degree of skill to operate a stoker properly and efficiently?

Mr. Robertson: Yes, sir, the statement would so indicate.

Mr. Carter: Have you anything special on that?

Mr. Robertson: Mr. Street himself, of the Street Stoker, says "When the fireman goes over the road with the stoker, he is doing his job pretty nearly right. When he goes over the road with the ordinary fired locomotive you all know that he can violate every rule of correct firing and still get his train over the road; he cannot do it with the stoker. If the stoker is not worked in the right manner, he will have a locomotive failure."

Mr. G. L. Fowler—

Mr. Carter: Wait a minute now, Mr. Robertson; isn't Mr. Street the inventor of the Street stoker?

Mr. Robertson: Yes, sir.

Mr. Carter: Would it not be to the interest of Mr. Street to deny that it required a skilled man to operate his stoker?

Mr. Robertson: I would think so.

Mr. Carter: Then when he confesses that his stoker is not a success without constant attention from a fireman, would it not indicate that he was making a concession against his stoker?

Mr. Robertson: It would appear so to me.

Mr. Carter: What else did you say of Mr. Fowler?

Mr. Robertson: Mr. Fowler, in a discussion of the committee report to the American Railway Master Mechanics' Association, and quoting from the *Railway Age Gazette* of June 16, 1914, says, concerning a trip he made on a Mallet engine

that was equipped with a stoker, that "The fireman did not let that stoker alone for two consecutive minutes on that whole run."

Mr. Carter: Now, Mr. Robertson, is it a fact, from your knowledge, or rather from mingling with locomotive firemen, that experimenting with stokers has been an awful burden on locomotive firemen?

Mr. Robertson: In many cases it has, yes, sir, as to the experimental stage. I have known firemen on the Erie Railroad, where I worked, when stokers were being experimented with there, I have known them many times to have to fire the locomotive a great portion of the road after that stoker had gone out of commission. In fact, that was continued so far there at one time, that the men, through their committee, made a request of the management, that no engine be dispatched from the terminal with a stoker, unless it was known that it was in 100 per cent condition of efficiency.

The Chairman: How do these stokers affect, and to what extent, the status of the firemen? I presume that is the purpose for which they are furnished.

Mr. Robertson: I did not just get you.

The Chairman: I say to what extent does the use of these stokers affect the status of the firemen?

Mr. Robertson: That is, in the way of decreasing their labor, and so on, do you mean?

The Chairman: That is what I presume these exhibits were furnished for the purpose of showing.

Mr. Carter: Are you asking me the question?

The Chairman: Yes, if the witness is not able to answer.

Mr. Carter: I was trying to look up something. What was the question, Mr. Chairman?

The Chairman: To what extent if any does the use of these stokers affect the status of the firemen?

Mr. Carter: The purpose in offering this exhibit is to show by the testimony of the railroads themselves, that the firing of a large locomotive at best is beyond the ability of one fireman. We want to show that the railroads themselves have acknowledged that now a mechanical stoker is required on these larger engines. We show also that the employment of two firemen is just as economical to the company as a mechanical stoker.

As to affecting the status of the firemen, I understand that the Wall Street Journal would indicate that it requires no fireman on the engine with them, therefore they would reduce wages. We contend that wages cannot be reduced for the reason that it requires really more skill to operate a stoker efficiently than to fire a locomotive, because you can blunder along and learn how to fire a locomotive, but it requires knowledges. As expressed by one writer, "The mechanical stoker has no brains." He says: "The brains of the fireman must be used in connection with the mechanical stoker." We believe that we would be justified in saying, regardless of our original proposition, that where the mechanical stoker is in successful operation, our request for two firemen does not apply.

The Chairman: We fully understand your proposition on that, I think.

Mr. Sheean: The request as presented, Mr. Carter, makes no distinction as between any other labor saving devices, but calls for two firemen on all coal burning locomotives weighing 185,000 pounds or more on drivers?

Mr. Carter: Yes.

Mr. Sheean: I understand that you now modify the request as presented, in what manner?

Mr. Carter: Where these stokers are in use, successfully, we do not want two men, because one man can do the work.

Mr. Sheean: But, modified only with respect to the automatic stoker, no consideration to be given, or discrimination made because of any other labor saving device?

Mr. Carter: I would say in reply to that, that I do not know of other coal pushers being used in connection with stokers. If there are, it is because the railroads will profit by it, rather than the firemen. We do say that where two firemen are on a locomotive, we do not ask for this assistance to be rendered. For instance, if you have two firemen on a locomotive they will crack their coal and they will shovel it forward, and it will save you the expense of the coal passer and the breaking of the coal and shoving it ahead.

Mr. Sheean: If these is a coal passer on an engine which has only a single fireman, no distinction or discrimination is made because of any other labor saving device save and except an automatic stoker?

Mr. Carter: Yes, and I will tell you why. We asked that these coal passers be placed on engines, therefore, when you have a coal passer on an engine, we make a distinction as to those engines.

Mr. Park: Is the coal passer an ordinary laborer?

Mr. Carter: It is a mechanical device for tipping the coal forward.

Mr. Park: Where you use a second man on an engine, is he primarily to crack up coal and get it ready for the fireman?

Mr. Carter: We believe, and we believe we will be able to convince the Board, that the railroads, if they shall endeavor to offset the effect of this award by hiring a dago who cannot speak English—we believe that we can offset such a contention on the part of the railroad, by showing that when one fireman is resting the other man should be as good a fireman as the man that is resting. There should be two firemen on a locomotive.

Mr. Sheean: Mr. Carter, in connection with this modification of the request, the request being for two firemen on all coal burning locomotives weighing 185,000 pounds or more on drivers, your modification now is that, where automatic stokers are in successful operation—who is to determine or judge the success or non-success of the stokers?

Mr. Carter: I would say the railroad officials, and if we, through this award, give the railroads the option of either placing two firemen on these large locomotives, or a stoker, I am quite sure they will be able to find a stoker; but we let them use their option, exercise their own judgment.

Mr. Robertson, doesn't it show there that the expense of upkeep of these stokers has been very heavy, in many instances?

Mr. Robertson: That is one of the objections to it filed by the railway officials.

Mr. Carter: They break down, do they not?

Mr. Robertson: Yes, on the Chicago & Alton statement it appears here that five miles from the terminal they unloaded one off an engine because it had broken down.

Mr. Carter: And yet that stoker was said by officials of the Alton to be perfect, is that not true?

Mr. Robertson: Yes, sir.

Mr. Carter: That is, because of the reciprocating motion it broke itself down?

Mr. Robertson: Even at the convention, where the Committee made the report that the Strouse stoker had passed into history, one railway official took exception to the statement made, that the Strouse stoker had passed into history, and he said it was still making history on their railroad.

Mr. Carter: Mr. Robertson, suppose a stoker with a reciprocating motion breaks down, who pays the expense?

Mr. Robertson: The railroad, I presume.

Mr. Carter: If a fireman with a reciprocating motion breaks down, who pays that expense?

Mr. Robertson: The fireman.

Mr. Carter: It might be cheaper to let the fireman break down than the stoker, is that not true?

Mr. Robertson: It might be cheaper to the railroad.

Mr. Carter: Let us pass on to the essentials necessary for a successful stoker. What does that show?

Mr. Robertson: That contains statements from various authorities, showing the essentials that are necessary for a successful stoker. In other words, it shows what a successful stoker must do in order to be considered a success.

Mr. Carter: These severe requirements which are shown in the article beginning on page 53, ending on page 54, does that offset some of the severe requirements to which a stoker is subjected?

Mr. Robertson: Yes, sir, and that is an article by Mr. Street himself in which he says what a stoker must do in order to be a success.

Mr. Carter: If Mr. Street noticed that, he being the inventor of the stoker, it would indicate that it was true?

Mr. Robertson: It would indicate that he was able to overcome just what he thought a stoker should do. That is the way it looks to me.

Mr. Carter: What has been the attitude of engineers and firemen in the past towards mechanical stokers?

Mr. Robertson: On page 55 of the article entitled "Engineers and Firemen and the Mechanical Stoker"—under that article will be found statements from various railway officials—

Mr. Carter: No, I am talking about page 55, "Engineers and Firemen and the Mechanical Stoker," before we come to the officials.

Mr. Robertson: That is what I am saying, that under that article will be found statements from various railroad officials showing what the attitude had been, as brought to their notice, of the locomotive engineers and firemen, towards the stoker.

Mr. Carter: Just briefly quote from that.

Mr. Robertson: The first article shows that in the convention, in 1910, the locomotive firemen themselves endorsed the Strouse stoker and recommended that it be adopted.

Mr. Carter: At that time was not the Strouse stoker understood to be a perfect success on the Alton railroad?

Mr. Robertson: Yes, sir, that was my understanding.

Mr. Carter: Stated to be by another railroad official?

Mr. Robertson: Yes, sir.

Mr. Carter: That is set forth in the run of the Strouse stoker in the front part of the book?

Mr. Robertson: Yes, sir, it was three years old at that time, and included its showing by—

Mr. Carter: The convention of Brotherhood of Locomotive Firemen and Enginemen passed a resolution endorsing the mechanical stoker?

Mr. Robertson: Yes, sir.

Mr. Carter: What became of that stoker?

Mr. Robertson: There are none of them in service.

Mr. Carter: It proved to be a failure on account of breaking down, did it not?

Mr. Robertson: Yes, sir.

Mr. Carter: Don't you think the same resolution would apply to any stoker that would relieve the fireman of this awful burden?

Mr. Robertson: Yes, sir, I am satisfied of that.

Mr. Carter: What do the railroad officials say that the attitude of the engineers and firemen is on that?

Mr. Robertson: In addition to the locomotive firemen endorsing the stoker, we find that the report to the Master Mechanics' convention of Mr. J. R. Luckey, says:

"I feel that in ninety-nine cases out of one hundred these men have done all, and in many cases, more than their share to make the stoker victorious. I have had engineers favor me with their injectors until I commenced to think of my insurance policies."

Mr. Carter: What did he mean by that?

Mr. Robertson: They shut off the injector and allowed the water to go down in the boiler, giving the man who was operating the stoker a chance to rest.

Mr. Carter: That would indicate that the engineer on this engine was doing everything he could to make the stoker a success?

Mr. Robertson: Yes, sir.

Mr. Carter: If it was not a success it was not the engineer's fault?

Mr. Robertson: That is what it would indicate, yes. Mr. Kinney, of the Hocking Valley, says:

"I must say that we have had in every case the best co-operation of the enginemen and firemen."

Mr. Street says: "The question of the attitude of the firemen toward the locomotive stoker is, I think, pretty well illustrated by an experience which I had on the Norfolk & Western Railway. I climbed on ten or twelve locomotives standing in one of the yards and asked each of the firemen how he liked the stoker. The universal reply was, 'That machine is surely the fireman's friend,' and I understand that it is frequently spoken of on the road as the fireman's friend."

On the Pennsylvania Railroad, Mr. Cook, assistant engineer of motive power, says: "We have met with hearty co-operation on the part of the men."

Mr. Carter: What is the attitude of the railroad officials? They generally have been spending a great deal of money in trying to perfect these stokers, haven't they?

Mr. Robertson: Yes, sir.

Mr. Carter: Read briefly.

Mr. Robertson: The Railway Age Gazette says: "There is a curious inconsistency in the attitude that railway officials are assuming towards the mechanical stoker for locomotives. They admit the desirability of the machine on heavy locomotives and certainly they have been most lavish in the opportunities which they have given to designers to develop their ideas in practical service, and when these designs have been worked out, orders have been given to place them on locomotives for regular work. But there the interest ceases."

Mr. F. P. Roesch, of the El Paso & Southwestern, on page 56, after—

Mr. Carter: By the way, who is Mr. Roesch now?

Mr. Robertson: He is President of the Traveling Engineers' Association. Mr. Roesch, after listening to certain arguments or discussions of the stoker question, arose in the convention and said:

"He made the remark that what we want is to save labor on the part of the fireman, and not to save fuel. Now, to be brutally frank, we are not thinking about the fireman. We can hire firemen, but we have to buy coal."

He further says: "The stoker, as we are all aware, does not get tired. It will put in just as much coal at the end of eight hours as it did at the beginning, but the fireman does get tired; it is for that reason only, why we want the stokers, so we can be satisfied that we can handle the increased tonnage at the end of the 117 miles just the same as we can at the beginning."

The report of the Committee, Mr. J. R. Luckey, Chairman, has the following to say:

"Failure to install stokers is not due to the fact that they are not needed. The mechanical officer must have conclusive evidence that the machine he is paying a good price for will effect a saving to warrant the outlay."

Mr. Vaucrain, in an address before the Franklin Institute in November, 1914, said:

"Take the case of the automatic stoker; general opposition was made to the introduction of an automatic stoker, because it was said if a fireman was able to shovel the coal, there was no necessity for applying automatic devices for this purpose."

Mr. Carter: Mr. Robertson, carrying out Mr. Vaucrain's thought, if two firemen have to be placed on these locomotives where railroads refuse to put a stoker, it probably will result in a stoker being applied according to that line of thought?

Mr. Robertson: Yes, sir, according to that.

Mr. Park: In regard to the El Paso, did not the engineers or firemen on that road say that the stoker was not a success and did not reduce their work? That is my recollection.

Mr. Carter: I cannot say. Is it not a fact, on this road which Mr. Roesch gave, that the stokers have been making failures?

Mr. Park: They use the Street stoker.

Mr. Stone: If you will turn to the statement made by Mr. Roesch, of the El Paso, he said the advantage of the stoker was in its working to full capacity, and putting in just as much coal at the end of eight hours as it did at the beginning.

Mr. Robertson: They have six Street stokers on the El Paso & Southwestern.

Mr. Park: He said they made a great deal of noise and covered the cab with dust. He did not think it would reduce the fireman's work very much.

Mr. Carter: Mr. Chairman, we are willing to confess that many of these claims made for these stokers are not agreed to by the firemen who tried to operate them, and they are not agreed to even by the officials themselves, after they have used the stokers. But we wanted to be fair. We wanted to give the companies a chance to either use a stoker or two firemen. If they find a stoker that will avoid the necessity of putting another fireman on, we are willing to help them make a success. We are not going to lay down on the job. If you have a stoker which is not a success at the start, we will try to help make it a success.

Mr. Carter: Mr. Robertson, after all of this history of stokers, how many do you find actually in service at this time?

Mr. Robertson: 726.

Mr. Carter: 726 in all of the United States and Canada?

Mr. Robertson: Yes, sir.

Mr. Carter: How many of these are Crawford stokers?

Mr. Robertson: 301.

Mr. Carter: Where are they employed?

Mr. Robertson: On the Pennsylvania Railroad.

Mr. Carter: Who is the superintendent of motive power on the Pennsylvania Railroad?

Mr. Robertson: Mr. D. F. Crawford.

Mr. Carter: Mr. Crawford, the inventor of this stoker, is also superintendent of motive power, under whose direction it is making a success?

Mr. Robertson: Yes, sir.

Mr. Carter: Is the Crawford stoker used on any other railroads?

Mr. Robertson: None that I know of, no, sir.

Mr. Carter: It is not reported here?

Mr. Robertson: It is not reported here, no, sir.

Mr. Carter: Taking out the Crawford stokers that are being made a success on the Pennsylvania Lines, West, under the direction of Mr. Crawford, how many stokers are in service on all the other roads in the United States and Canada?

Mr. Robertson: 425.

Mr. Carter: Only 425?

Mr. Robertson: Yes, sir.

Mr. Carter: Would that indicate to your mind that those stokers are not the success claimed for them, but that they cost too much to install and maintain?

Mr. Robertson: It would indicate one or the other. It would seem so, anyway.

Mr. Shea: How many of those, Mr. Robertson, are used on the roads in this Arbitration?

Mr. Robertson: Stokers?

Mr. Shea: Yes.

Mr. Robertson: I have not computed that, but on page 28 it shows that on the Santa Fe Railroad there is one stoker on a Mallet engine; D. M. & N., eight stokers; E. P. & S. W., six; C. B. & Q., thirteen. There may be some more of which no record has been made, that they did not report on at the convention.

Mr. Byram: What is the date of this tabulation in which you credit the Burlington, for instance, with thirteen?

Mr. Carter: It is taken from the report of the Committee at the Master Mechanics' Association meeting on June 16, 1914. That is the last record we have.

Mr. Byram: You have no record of any that have been applied since June, 1914?

Mr. Robertson: No, sir, I have not.

Mr. Carter: Read the total that appears in the table on page 28, to show how they distribute these mechanical stokers in given types of locomotives, beginning with four on Consolidation?

Mr. Robertson: Do you want the total?

Mr. Carter: Yes.

Mr. Robertson: There are four stokers applied on Consolidation locomotives.

Mr. Carter: That is, Street stokers?

Mr. Robertson: Street stokers, yes, sir. 155 on Mallett locomotives; 236 on Mikados; three on mountain type passenger engines; 13 on Decapods; one on a Centipede; six on Pacific type passengers; 418, total.

Mr. Park: Do you know whether those applied to the Mikado engines are large Mikados or ordinary Mikados?

Mr. Robertson: I could not say, I am sure.

Mr. Park: Are these Pacific types on mountains, C. & O. and B. & O., I think?

Mr. Robertson: C. & O., that is on the C. & O. Railroad, yes, sir.

Mr. Park: That is, passenger engines?

Mr. Robertson: Yes, sir.

Mr. Park: Is that on the mountain divisions?

Mr. Robertson: Indeed, I could not say.

Mr. Carter: Is that all on that exhibit?

Mr. Robertson: Yes, sir.

Mr. Carter: Mr. Robertson, have you made an investigation along the same line concerning discipline and education of locomotive engineers and firemen, and standardization of wages?

Mr. Robertson: Yes, sir.

Mr. Carter: Is that it?

Mr. Robertson: Yes, sir.

Mr. Carter: We desire, Mr. Chairman, to introduce this as Exhibit number 53.

(The document, so offered and identified, was received in evidence and thereupon marked "Employees' Exhibit No. 53, January 18, 1915.")

Mr. Carter: Hastily tell what this shows.

Mr. Robertson: Pages 1 to 4 contain statements from railway technical experts and publications, showing the degree of efficiency of engineers and firemen, that is, comments on the efficiency of their work.

Beginning with page 5 and continuing to page 11, inclusive, will be found statements from various railway officials and

technical publications, showing the educational requirements of locomotive firemen.

Mr. Carter: Without taking time to read it, what does the first chapter show in regard to engineers and firemen, does it show from many officials high in railroad life what you find to be true?

Mr. Robertson: Yes, sir. Mr. Harding, of the New York Central, says:

“The railroad rank and file, as today constituted, probably has the best body of men of any commercial enterprise in the world.”

Mr. Carter: What does that show as to educational requirements of locomotive firemen?

Mr. Robertson: It shows such educational requirements as locomotive firemen must have on entering the service; also shows the method that should be employed in order to educate the locomotive fireman up to the point of promotion, in order to make them the best qualified locomotive engineers that can be made, and bringing them to a degree of efficiency that is necessary to operate a locomotive, successfully, today.

Mr. Carter: What does the last chapter show?

Mr. Robertson: It is entitled “Standardization of Railway Equipment and Wages of Employes.” The first article there, from the Railway Age Gazette, shows Mr. Vaughn, assistant to the Vice President of the Canadian Pacific, as saying that it is very desirable on the part of the railroads to have standardization insofar as locomotives and the various parts of the locomotives are concerned.

The second article is from Mr. M. K. Barnum, of the Baltimore & Ohio. This is the report of the Committee on Standardization of Tinware of the Master Mechanics’ Association, in which, after the Tinware Committee had reported and made an exception of one certain part of locomotive appliances that they considered should not be standardized, Mr. Barnum arose and said:

“I think the attitude taken in this report is a mistake and I want to take exception to the view that we cannot adopt standards for tinware for both locomotive and general service in the mechanical departments of the railroads.”

Mr. Carter: By the way, Mr. Robertson, isn’t it a fact that

the Master Mechanics' standards in car equipment and everything else—that they make efforts to standardize everything pertaining to the power?

Mr. Robertson: Standardizing everything, yes, sir.

Mr. Carter: The Master Carbuilders' Association usually meets with the Master Mechanics' Association, does it not?

Mr. Robertson: Yes, sir.

Mr. Carter: Ofttimes, the master mechanic is the same man as the master carbuilder, is not that true?

Mr. Robertson: Yes. Mr. D. F. Crawford, President of the Master Carbuilders' Association, was also President of the Master Mechanics' Association for some time.

Mr. Carter: There is a general inclination to standardize everything physical pertaining to railroads?

Mr. Robertson: Yes, sir.

Mr. Carter: What is the next?

Mr. Robertson: The next article is taken from an article in the Railway Age Gazette by Mr. W. L. Park, Vice-President of the Illinois Central Railroad, and is as follows:

"The railroads are standardizing track, bridges, block-signalling, equipment, rules and practices. Why should they not standardize wages and discipline just as the government would do if it owned and operated the railroads?"

Mr. Carter: What is the date of that Railway Age Gazette?

Mr. Robertson: January 2, 1914.

Mr. Carter: Only about two weeks ago?

Mr. Robertson: No, that is a year ago.

Mr. Carter: Oh, yes, a year ago, 1914?

Mr. Robertson: Yes, sir.

Mr. Carter: Is there anything else you wish to say in regard to that?

Mr. Robertson: No, sir.

Mr. Carter: Mr. Sheean, that is all on that exhibit. Have you anything?

Mr. Sheean: No, I have no cross-examination.

Mr. Carter: No cross-examination?

Mr. Sheean: No.

Mr. Carter: Mr. Robertson, did you make another investigation as to the "Progress Made in Electrification of Rail-

roads and Economies Effected Thereby," as set forth by expressions of opinions of high railway mechanical authorities?

Mr. Robertson: Yes, sir.

Mr. Carter: Is that the report; do you identify it?

Mr. Robertson: Yes, sir.

Mr. Carter: Mr. Chairman and gentlemen, we introduce this as Exhibit 54.

(The document so offered and identified was received in evidence and thereupon marked "Employees' Exhibit No. 54, received in evidence January 18, 1915.")

Mr. Carter: Now, Mr. Robertson, we have twenty minutes, and I am going to limit this to ten minutes, so that there may be cross-examination, if necessary.

Mr. Chairman and gentlemen, we have rushed this thing through this morning, and perhaps have only used half a day on matters far more important than other matters which we used two days on; but we feel as if we have perhaps overburdened the Board with an enormous amount of documentary evidence. The reason we have done this, Mr. Chairman and gentlemen, is that every bit of it, we feel is important, and if we have apparently slighted the last of the matters presented, our own conscience teaches us that we have been using up perhaps too much time.

Mr. Park: Mr. Carter, speaking personally, as one member of the Board, I do not want you or Mr. Stone to feel that you should curtail in any way your evidence. As the Chairman said this morning, the Board are here to hear you fully and completely.

The Chairman: Mr. Park expresses my sentiments fully.

Mr. Carter: Mr. Chairman and gentlemen, I will take the responsibility for feeling, not by a knowledge of telepathy, but by my judgment, that the Board is getting tired of all this reading of testimony, and I notice that counsel for the railroads has shortened up his cross-examinations, perhaps for the same reason, and we are going to shorten it up with this statement, that that which we have presented through Mr. Robertson is of the greatest importance to our cause.

The Chairman: We have no complaint to make whatever, Mr. Carter, and we are prepared to hear anything you have to say.

Mr. Nagel: I particularly want to join in that, and to say to you, Mr. Carter, that today's proceedings have been especially interesting to me.

Mr. Carter: I wish that we had perhaps introduced this while we were not prone to rush things as I am today, and as Mr. Stone is, because we know that there is a great deal of good in it. We have, however, anticipated in the preparation of this testimony, a possibility of not having time to present this thoroughly, or the Board not having time to read the thousands of pages presented, and we have attempted to write titles to each of Mr. Robertson's exhibits, which are significant in themselves. The title generally indicates what the article proves, and that applies to all of Mr. Robertson's exhibits.

Mr. Robertson: They are quite carefully indexed, too, so that you can find the different articles.

Mr. Carter: Yes, our indices are very exhaustive.

Now, Mr. Robertson, will you briefly state what this exhibit sets forth?

Mr. Robertson: This exhibit, in the first twenty pages, under the heading entitled "Progress Made in Electrification of Railroads and Economies Effected Thereby," will show the progress made in the electrification of railroads and is entered in here by railroads alphabetically.

Mr. Carter: Would the article on page 5 entitled "A Successful Year," making nearly four pages and bearing date of December 25, 1914, about a month ago, be a general resume or review of the progress?

Mr. Robertson: Yes, sir. The article entitled "A Successful Year," is about the latest—well, it is the latest information shown in the exhibit.

It has reference to a year's operation of the Butte, Anaconda & Pacific, and shows there the economies effected during that year by the adoption of the electric locomotive.

Mr. Carter: Does it show, that by the substitution of electric locomotives for steam locomotives, there is a great saving to the railroads in dollars and cents?

Mr. Robertson: Yes, sir, it shows where the time has been shortened by adopting the electric locomotives in passenger service. It shows where the number of trips that were formerly made by the steam locomotive between Butte and Anaconda, or

dragging ore up to the smelters, have been increased to the extent that they are now hauling, where they formerly made five trips and hauled a certain number of tons—that they have now increased the tons because of the increased number of trips, about one-third. And it shows in one place where they used a steam locomotive for spotting cars at the smelter, after the other steam locomotives in service dragged them up there, that with the adoption of the electric locomotive, and the increased number of trips and the increased number of cars that the electric locomotive is able to bring to the smelter, that they have done away with this spotter or switch engine there, and now the electric locomotive both drags the cars up and does the switching.

You will find on page 7, at the bottom of the page, a general review or table showing just what saving has been effected during this year. They show there that in enginemen's wages the per cent saved was 31.81 per cent.

Mr. Carter: Where is that?

Mr. Robertson: On page 7.

Mr. Carter: How much are the trainmen's wages?

Mr. Robertson: In the trainmen's wages the per cent of saving was 21.10 per cent.

Mr. Carter: That does not mean they have reduced wages, does it, but just that they are operating with higher efficiency, by reason of the electric locomotives?

Mr. Robertson: That is what it means, yes, sir.

Mr. Carter: And in that way they have accomplished this saving of wages without reducing the rate of wages, isn't that true?

Mr. Robertson: Yes, sir. The total locomotive performance shows an increased saving of 39.93 per cent; that is in the case of the total locomotive performance.

Mr. Carter: Would this indicate that another road which you set forth very extensively here, the Chicago, Milwaukee & St. Paul, when they complete the electrification of their 450 miles—would this indicate that they can maintain the same wages on electric locomotives as are paid on steam locomotives, and yet show a great saving in cost?

Mr. Robertson: Yes, sir, it would indicate that.

Mr. Carter: Pass on.

Mr. Robertson: It shows also on this table, on page 7, that the ton miles hauled increased 8.77 per cent.

One page 23, there is a comparison there of a Consolidation locomotive and a Mallet locomotive, and an electric locomotive. It shows that the Consolidation is at its best at about eleven miles per hour and can then move about 4,400 ton miles per hour; the Mallet engine is at its best at about 13 miles per hour, and at that speed is capable of moving 6,100 tons per hour; and an electric locomotive is at its best at a speed of about twenty miles per hour, when it can handle about 22,000 ton miles per hour. At the maximum point the Mallet can therefore haul about 39 per cent more than the Consolidation, and the maximum service capacity of the electric is five times as great as that of the Consolidation, and 3.6 times as great as that of the Mallet.

Mr. Carter: Mr. Robertson, that being the fact, could not the railroads apply steam rates on electric locomotives anywhere where they are substituted for steam locomotives, and yet show a great gain in the profit or efficiency of operating the roads?

Mr. Robertson: That would be my opinion, yes, sir.

Mr. Carter: What else have you?

Mr. Robertson: That is about all that I had on there, except that the last article on page 29 is taken from Mr. Mellen's testimony before the Investigation made by the Interstate Commerce Commission, wherein he refers to the electrification of the New York, New Haven & Hartford Railroad.

Mr. Carter: Why he bought up those electric roads?

Mr. Robertson: Yes, sir, showing why he bought up the electric lines. He says: "I was trying to secure control of the trolleys contiguous to the lines of the New Haven," he said, "because I had the theory and belief that, first, all railroads were going, sooner or later, especially in congested communities, to be operated by electricity."

Mr. Carter: Is it your general opinion from the reading of this, that sooner or later electricity will supersede steam in the operation of locomotives?

Mr. Robertson: Yes, sir, Railway and Locomotive Engineering says: "Electricity as a means of motive power has been tried out very extensively and has proved to the world

that it is more reliable than steam and has many advantages over it."

Mr. Carter: That is all. Mr. Stone says that he will not have the next witness here until 2:30.

The Chairman: Then we will take a recess at this point until 2:30.

(Whereupon, at 12:22 o'clock P. M. a recess was taken until 2:30 o'clock P. M.)

AFTER RECESS.

Mr. Carter: Mr. Chairman and gentlemen: Referring to pages 396-398 inclusive, of the proceedings of December 4, 1914, you will find there a colloquy between the witness Carter and the general counsel for the railroads with regard to standardization. It appeared to be the idea of counsel for the railroads that standardization was perhaps impracticable because rules not included in the Proposition of the Engineers and Firemen might be better on roads where wages were lower. I will very briefly quote from what I said:

"Mr. Carter: In reply to that, I will say that so far as the rate is concerned, the amount in dollars and cents expressed in the rate is a true index to the remuneration of the engineer and fireman, so far as his services in the operation of that locomotive is concerned, but on roads where they receive pay for preparing their locomotives, their earnings would be increased thereby, because on the one road the railroad does not pay for that service, while on the other road it does so pay." * * *

"Mr. Carter: There is no question but what the rules affect the employment of the men, the wages and the amount of money.

"Mr. Sheean: So, having a rate column, no matter how wide the spread of the rates in that rate column may be, you get no true index as to how much will be received by the men and how much will be paid by the company until you know the underlying rules to which that rate applies; namely, when the day begins and ends, whether the engines are taken at the round-house or at the depot and whether or not preparatory time is or is not allowed, whether terminal delay is allowed, and, if so, how much, and all of the rules to which that schedule is applied?

"Mr. Carter: Well, your proposition presented through

the question, is accurate. From my information and general knowledge of the practice I think you will find on those roads that are most liberal in rates they are most liberal in rules. That is, if you find a railroad paying high rates you will find a railroad with liberal rules. It is generally the road that does not care to pay rates that does not care to extend liberal rules."

It appears at that time, Mr. Chairman and gentlemen, that it may be offered or was offered as an argument against standardization that some roads, we will say on the Santa Fe, where they pay a lower rate, might be so much better than on the Burlington or the Rock Island that the better rules would offset their better rates. Mr. Keiser has prepared for me a comparative statement, and I will ask him to make it.

WALTER C. KEISER was called as a witness and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Carter: Will you state your name?

Mr. Keiser: Walter C. Keiser.

Mr. Carter: What is your present residence?

Mr. Keiser: Topeka, Kansas.

Mr. Carter: What is your occupation?

Mr. Keiser: I am General Chairman of the Brotherhood of Locomotive Enginemen and Firemen, on the Atchison, Topeka & Santa Fe proper.

Mr. Carter: What is your position with the company?

Mr. Keiser: I am a locomotive engineer.

Mr. Carter: Have you prepared a statement outlining what I have just stated to the Board?

Mr. Keiser: I have.

(Said statement is as follows:)

INITIAL TERMINAL DELAY.

Atchison, Topeka and Santa Fe Railway Company.

(Schedule effective July 15th, 1911.)

When a through or irregular freight crew is held at a main line district terminal to exceed one hour, delayed time shall be allowed and time on road computed from time of departure; this, however, not to apply on runs of less than 100 miles, for

which 100 miles are allowed. Firemen in other service will not be paid for terminal detention. (P-9.)

Chicago and Northwestern System.
(Schedule effective May 16th, 1910.)

In all service, except gravel and switching, firemen shall be allowed delayed time for all time they are delayed at initial terminal, provided that time is one hour or more, when delayed time at initial terminal is paid, trip time shall commence at the actual leaving time of the train.

Delayed time will not be used to make up constructive mileage on each day's work, but will be used to make up the guarantee of 2,600 miles at the end of each month. (P-8.)

Chicago, Burlington and Quincy Railway Company.
(Schedule effective August 1, 1911.)

Passenger firemen delayed one hour or more in starting from or after arriving at a terminal will be paid at hourly rates for all time in excess of one hour. (P-3.)

(Freight) Firemen delayed one hour or more in starting from or after arriving at a terminal will be paid the hourly rates for the full delay. (P-5.)

Missouri Pacific-Iron Mountain.
(Schedule effective April 1, 1911.)

Passenger or freight engineers held on duty one hour at initial points after the time fixed for the departure of their trains, or held out thirty minutes after arrival at terminals, will be paid for such detention, at overtime rates per hour, on basis of actual number of minutes detained or held out, less running time of ten miles per hour; and such terminal time will not be counted in computing overtime. (P-11-E.)

Incoming trains shall be considered at the terminal on arrival at the designated point or when held on the main line by preceding trains. (P-12-E.)

(Firemen are paid on basis and rules as engineers.)

Rock Island Lines.
(Schedule effective May 16, 1911.)

Firemen delayed at terminal station before leaving will be paid one hour if delayed one hour and less than one hour and thirty minutes; two hours if delayed one hour and thirty

minutes, and so on. No time will be allowed unless delayed one full hour.

In cases of delays at terminals, where neither terminal switching or terminal delay singly would entitle firemen to time under the schedule, they will be combined, and if such combined time equals or exceeds thirty-five minutes and less than one hour, he will be allowed one hour. If the delays equal or exceed one hour, time will be allowed as per schedule. (P-6.)

Union Pacific Railway Company.
(Schedule effective April 1, 1911.)

When delayed one hour or more before starting, firemen will be allowed ten (10) miles for each full hour so delayed, and time on road computed from the time called to leave, less the delayed time allowed. For example: A train called to leave at 7:00 A. M. and does not get out until 8:30 A. M., one hour will be allowed for delayed time, and time on road computed from 8:00 A. M. (P-5.)

Terminal time will end and road time begin on out going freight train when it is on the main line and that switch is closed.

Terminal time will not be allowed crews on short runs where constructive mileage is paid; nor to turn around runs (main line and branches) except at starting point. (P-21.)

Atchison, Topeka and Santa Fe Railway Company.
(Schedule effective July 15, 1911.)

Firemen required to remain on duty over thirty (30) minutes after arrival at main line terminal station will be paid overtime in addition to the trip. On runs where constructive mileage is paid, no such delayed time will be allowed unless firemen are used to do switching, or other work, classed as yard work. (P-9.) (Freight rule.)

Chicago and Northwestern System.
(Schedule effective May 16, 1910.)

Firemen delayed one hour after arrival at destination in giving up engine in such manner as the rules of the terminal require, shall be paid for all time lost, but no claim is to be made unless there is a delay of a full hour. Such delay to freight firemen to commence after train has been placed on designated siding in terminal.

In passenger service delayed time shall begin after arrival at station, except at Chicago, where special rules govern. (P-8.)

Chicago, Burlington and Quincy Railway Company.

(Schedule effective August 1, 1911.)

Covered in initial terminal rule.

Missouri Pacific-Iron Mountain.

(Schedule effective April 1, 1911.)

Covered in initial terminal rule.

Rock Island Lines.

(Schedule effective May 16, 1911.)

Firemen delayed at terminal station after arriving will be paid one hour after thirty minutes' delay; two hours after one hour and thirty minutes' delay, and so on. No time will be allowed unless delayed thirty minutes or more. (P-6-7.)

Union Pacific Railway Company.

(Schedule effective April 1, 1911.)

Firemen required to do switching, load stock, etc., at main line district terminals before starting, or when held on duty after arrival as shown by register in round house, shall be allowed overtime in addition to time on road. (P-5-6.)

(Less than 30 minutes will not be counted, thirty minutes or more, one hour.)

LOCAL DIFFERENTIAL.

Atchison, Topeka and Santa Fe Railway Company.

(Schedule effective July 15, 1911.)

Firemen on local or way freight trains (except when Mallet engines are used) shall be paid fifteen (15) cents per 100 miles in addition to the rate applying to the same class of engine on through runs; overtime pro rata. (P-6.)

Chicago and Northwestern System.

(Schedule effective May 16, 1910.)

Shows a differential above through freight rate of 25 cents per 100 miles. (P-1.)

(Schedule shows rate for each class of engines.)

Chicago, Burlington and Quincy Railroad.

(Schedule effective August 1, 1911.)

Shows a differential above through freight rate of 25 cents per 100 miles. (P-4.)

(Schedule shows rate for each group of engines.)

Missouri Pacific—Iron Mountain.

(Schedule effective April 1, 1911.)

Shows a differential above through freight rates of 20 cents per 100 miles. (P-3.)

Rock Island Lines.

(Schedule effective May 16, 1911.)

Shows a differential above through freight rates of 25 cents per 100 miles. (P-3.)

Union Pacific Railway Company.

(Schedule effective April 1, 1911.)

Twenty-five cent differential above through freight rates, except on specified runs which carry a monthly rate. (Mallet type engines paying same rate on local as through freight.) (Pp. 4-5.)

DEAD-HEADING.

Atchison, Topeka and Santa Fe Railway Company.

(Schedule effective July 15, 1911.)

Firemen dead-heading under orders shall be paid 1.4 cents per mile, this to be a flat rate of 1.4 cents per mile for actual mileage made, no constructive mileage to be allowed, and other service which the fireman may perform on the same day not to be considered in connection with the dead-head trip in any way whatever. (P-11.)

Chicago and Northwestern System.

(Schedule effective May 16, 1910.)

Firemen dead-heading over the road on Company business will be paid one-half the actual mileage made at two and three-fourth (2 $\frac{3}{4}$) cents per mile, and such time shall be used to make up constructive mileage. (P-4.)

Chicago, Burlington and Quincy Railway Company.

(Schedule effective August 1, 1911.)

A fireman dead-heading to make or return from making a passenger trip, or trip with lone engine, will be paid one-half

through freight rates for Group 1 engines (Freight rate Group 1 engines is \$2.95). A fireman dead-heading to make or return from making a freight trip, will be paid through freight rates for Group 1 engines. A fireman dead-heading to make or return from making a trip for piloting, work train or switching service, will be paid one-half through freight rates for Group 1 engines, when dead-heading on a passenger train, and through freight rates for Group 1 engines when dead-heading on freight train. (Pp-10-11.)

Missouri Pacific-Iron Mountain.

(Schedules effective April 1, 1911.)

For less than fifty miles $21\frac{1}{4}$ cents per mile shall be paid, from 50 to 100 miles \$2.25 shall be a flat rate; over 100 miles $21\frac{1}{4}$ cents per mile.

If no other work is done within 12 hours from the commencement of a dead-head trip, a minimum of \$2.25 shall be paid.

When assigned to other service after dead-heading, a new day begins. No other work or service to be combined with the dead-head service. (P-6.)

Rock Island Lines.

(Schedule effective May 16, 1911.)

Firemen dead-heading on Company business will be paid half mileage at rate of three (3) cents per mile, with a minimum of 100 miles, providing no other service is performed on same date. Firemen held 24 hours after arrival of dead-head trip, will be allowed \$3.00, and \$3.00 for each succeeding 24 hours so held.

Dead-head time will not be combined with time for other service. (Pp-4-5.)

A fireman dead-heading by order of the Company, or to meet the Company's necessities, will be paid dead-head mileage in both directions.

A fireman going to take a better run, or benefit himself, (as he is permitted to do under his seniority rights—per Article 19) will not be paid dead-head mileage. The fireman who is relieved, however, by such a move, will be paid dead-head mileage to his home terminal. (P-23.)

Union Pacific Railway Company.
(Schedule effective April 1st, 1911.)

Time for dead-heading will be allowed at rate of one hundred miles for each twenty-four hours or less, except when other service is performed on same day, in which case time will be allowed at rate of ten miles per hour, but in no case will less than fifty nor more than one hundred miles be allowed for dead-heading on same day. When other service performed on same day is less than fifty miles, one hundred miles will be allowed to cover both dead-heading and service movement. (P-8.)

Firemen will be paid for class of service causing dead-heading.

Firemen dead-heading as engineers to take engineer's rate. (P-22.)

CALLED AND RELEASE RULES.

Atchison, Topeka and Santa Fe Railway Company.
(Schedule effective July 15th, 1911)

When a fireman is called and not used on account of train being abandoned, or for other cause, he shall be allowed minimum of thirty-three and one-third miles for the class of service and engine for which called, and stand first out. (P-10)

Chicago and Northwestern System.
(Schedule effective May 16, 1910)

After a fireman has been called and reports for duty, he shall be paid for all time on duty, such time to be not less than one-fourth of a day, and shall stand first out. Such time shall be used to make up constructive mileage. (P-3)

Chicago, Burlington and Quincy Railway Company.
(Schedule effective August 1, 1911)

In case a fireman is called and afterwards notified he is not wanted, a minimum of two and one-half hours time will be allowed at regular hourly rates, and the fireman stand first out. (P-13)

Missouri Pacific—Iron Mountain.
(Schedule effective April 1st, 1911)

When a fireman is called for service and gets his engine ready, and the train is abandoned and fireman relieved, he shall

receive one day's pay at schedule rate and be listed at bottom of the Board; unless, he is again called in regular turn for service within twelve hours from first call, in which case he will be allowed pay for mileage made and overtime from time of first call. (P-7)

Rock Island Lines.

(Schedule effective May 16, 1911)

When firemen are called to make a trip and the train is later annulled and the fireman released, he will be paid three hours time at his regular rate, and will occupy the same position he did before being called. (P-10)

Union Pacific Railway Company.

(Schedule effective April 1, 1911)

When not used, firemen will be allowed fifty miles for five hours or less and stand first out, for more than five hours they will be allowed one hundred miles and stand last out.

The calling hour will not be considered as on duty. (P-7)

DOUBLING HILLS.

Atchison, Topeka and Santa Fe Railway Company.

(Schedule effective July 15, 1911.)

Firemen will be allowed actual mileage for doubling hills, running for water or fuel and turning on wyers. (P-9)

Chicago and Northwestern System.

(Schedule effective May 16, 1910)

Firemen required to double hills will be allowed the actual mileage made, provided they are not in receipt of compensation under another rule. (P-3)

Chicago, Burlington and Quincy Railroad Company.

(Schedule effective Aug. 1, 1911)

A fireman of a train doubling a hill will be paid one hour's time at hourly rates for each double, provided the double is not attributable to any fault of the fireman. One hour at hourly rates will be paid where trains are ordered to back up to get a start at a hill.

When an engine is uncoupled from its own train and helps another train over a hill, the fireman will be paid for a double. The fireman of the train helped will not be paid for a double. (P-5)

Missouri Pacific—Iron Mountain.

(Schedule effective April 1, 1911)

Engineers doubling hills will be allowed ten miles for each double, where the mileage is less than ten miles, and actual mileage where the mileage is ten miles or over.

When necessary to cut off to help other trains over the hills, or, through no fault of their own to run for coal or water, it shall be considered a double. This time to be computed as arbitrary time. (Engrs. schedule)

Rock Island Lines.

(Schedule effective May 16, 1911)

On runs of 100 miles or more, actual time at ten miles per hour made in doubling hills will be allowed. On runs of less than 100 miles, the time will be allowed if the mileage made in doubling, added to the mileage of the run, exceeds 100 miles. (P-6)

Union Pacific Railway Company.

(Schedule effective April 1, 1911)

Firemen will be allowed five miles for each double, unless the mileage is more than five miles, in which case actual miles will be allowed. If overtime is made it will be deducted from mileage allowed for doubling. (P-12-13)

Trains doubling, made up with intention to do so, pay ten miles arbitrarily. (P-23)

ADDITIONAL PAY THROUGH FREIGHT SERVICE.

Atchison, Topeka & Santa Fe Railway Company.

(Schedule effective July 15th, 1911.)

Switching done at terminals where no switch engines are employed, shall be paid for at overtime rates, providing time consumed in making the trip exceeds ten hours, or mileage made exceeds 100. (P. 9.)

Icing cars at terminals where switch engines are employed will be considered the same as switching or loading stock and overtime paid therefor.

Stock loaded or unloaded at division terminals, if done by road crews, or where stock is loaded or unloaded between terminals by train other than one hauling same, shall be paid

for at overtime rates in addition to the trip, if the time of the trip exceeds ten hours or mileage 100.

When through or irregular freight crews are delayed at any one point, more than one hour, loading or unloading material, they shall be paid for such service at regular overtime rates; provided, however, that any time allowed for such service shall not be paid for as overtime at the expiration of the run. (P. 9.)

Chicago & North-Western System.

(Schedule effective May 16, 1910.)

Firemen on other than way freight trains will be paid for doing station switching, not incidental to their train, when such time is one hour or more.

If firemen are required to do switching at terminal stations, either before leaving or after arrival at such terminal, they will be paid extra for all such switching at the rate of ten (10) miles per hour, provided they are not, at the time they are engaged in such switching service in receipt of compensation under any other rule. No extra compensation shall be paid for switching service until the mileage exceeds seventy miles.

On runs seventy (70) miles or less no extra compensation will be paid for switching service until the time on duty exceeds ten (10) hours. Less than thirty minutes will not be counted. Thirty (30) minutes and less than one hour will be counted one hour. Freight firemen will, however, not be called on to do switching where switch engines are employed, except in case of absolute necessity.

On turn-arounds, extra compensation will be allowed for switching at turn-around point, providing there is a delay of thirty (30) minutes or more. No extra compensation, however, shall be allowed for switching at turn-around points until the mileage of turn-around trip shall exceed 100 miles or until the hours on duty shall exceed ten (10).

Firemen called upon to fire extra trains shall receive extra compensation for switching service at initial point and at designation, under the same rule and at the same rates that apply to firemen of regular trains. (P-3.)

Firemen in road service will be paid extra compensation for wrecking service performed while en route (whether on his

own train or another), provided the time so employed is one hour or more. This time not to be included in computing overtime. (P-2.)

Chicago, Burlington and Quincy Railway Company.

(Schedule effective August 1, 1911.)

When way freights are annulled and through freights are required to do way freight work, such as unloading freight at stations and doing station switching other than picking up and setting out cars, the firemen will be paid way freight rate for the whole, or that portion of the trip for which way freight trains has been annulled. If for any reason other than annulment of a way freight train, way freight work is done by through freight train, the actual time used in doing such way freight work shall be paid for at hourly rates.

Firemen required to do switching or other work at terminals will be paid full time, providing the time exceeds thirty minutes, excepting as provided in rules 1 and 5. (P-6.)

On scheduled runs of less than 100 miles when made in less than ten hours, a fireman may be required to perform switching incidental to his train, or hostlering, or both, in order to give an equivalent for the ten hours' service paid for. This is not to apply to main line terminals or any points where switch engines or hostlers are maintained.

On scheduled runs of less than 100 miles, where under schedule effective August 1st, 1905, extra allowance is made for hostlering in addition to pay for the trip, this practice will be continued. (Pp-3-4.)

When ordered to do construction or wrecking work in the course of a trip, full time will be paid by the hour for such work. (P-7.)

Missouri Pacific—Iron Mountain.

(Schedule effective April 1st, 1911.)

Their time, overtime and mileage shall be computed from their engineers' time slips, or from round-house register, and in both road and switch service on same basis and under same rules as apply to engineers. (P-9.)

An allowance of one hour at through freight rates will be made to engineers of through freight trains loading or unload-

ing L. C. L. freight. When more than one hour is used in doing such work, local freight rates will be paid for the trip.

Engineers in through freight service placing loads on or removing empties from incline coal chutes shall be paid one hour for the service, except where paid for as terminal time. This to be paid as arbitrary time.

Engineers in through and irregular freight service required to load or unload stock or material, or to ice or weigh cars, or to replace cars derailed by other trains, will be paid for such work at regular overtime rates. The time consumed in performing one or more of the above mentioned classes of service, at or between different points, to be cumulative.

The time used switching incident to miscellaneous work will be included in the time of such work and is not to be computed as switching between terminals under Article 29. In case road overtime has been made on a trip, the time paid for as miscellaneous work will be used to offset a part or all of such overtime as the case may be, provided the time consumed doing miscellaneous work occasions the road overtime.

No allowance for miscellaneous work will be made on runs of less than fifty miles for which 100 miles is paid, but should the total time consumed on such runs exceed five hours, exclusive of terminal time paid for, the time in excess of five hours will be allowed as overtime, to be computed as stipulated in Article 25.

Engineers in through and irregular freight service consuming two hours or more picking up or setting out cars, or doing other switching between the terminals of their runs, will be paid local freight rates for such trips. The only time to be counted under this article is that necessarily required in doing this work.

On runs where engineers are allowed time, independently of road overtime, for making up or putting away trains or switching, the time so allowed will not be used to make up the two hours stipulated herein.

This article does not apply to a run of less than fifty miles for which 100 miles is allowed, when made in five hours or less, exclusive of any terminal time paid for on such run.

This article to apply on the following lines or districts only:
St. Louis to Pueblo.

Omaha to Alexandria, via Coffeyville and McGehee.

St. Louis to Texarkana.

Dupo to Ferriday via Paragould.

Eastern Division, River District.

Omaha Division, Talmage District.

Omaha Division, Kansas City to Virginia.

Northern Kansas Division, Atchison to Downs.

Joplin Division except Madison Branch.

White River Division except Springfield Branch.

Wichita Division, Ft. Scott to Geneseo.

Southern Kansas Division, Coffeyville to Conway Springs.

Belmont Division, Bismarck to Charleston.

Cairo Division, Popular Bluff to Charleston.

Memphis District, Bald Knob to Memphis.

(Taken from engineer's schedule of February 1, 1911, P. 6, 7, 13 and 14.)

Rock Island Lines.

(Schedule effective May 16, 1911.)

In road service, extra or overtime will not be allowed for terminal switching, terminal delays, or delays between terminals (Art. 3-8), except such as are in excess of one day of ten hours or 100 miles (P. 8).

On runs of 100 miles or more, if firemen are required to do switching at terminal station before leaving, they will be paid for all such switching at rate of ten miles per hour, according to rate and classification. No allowance will be made for less than 35 minutes; 35 to 60 minutes, one hour will be allowed. Over one hour actual time will be allowed. (P. 6.)

Firemen on main line freight trains which are assigned to do local switching, loading or unloading freight, will be paid local rates. This does not apply, however, where trains are required to do emergency work not in connection with their own train, or to through freight trains filling out or dropping tonnage. Firemen on freight trains other than regularly assigned to local service, required to do local work or station switching enroute, will be paid miles or hours with local rate from the time they start to perform such service until trip has been completed. (P. 8.)

Union Pacific Railway Company.

(Schedule effective April 1, 1911)

Firemen required to do switching, load stock, etc., at main

line district terminals before starting or when held for duty after arrival as shown by register in roundhouse, will be allowed overtime in addition to the time on the road. (P-5-6)

Loading stock—Nothing extra will be paid for loading stock between main line district terminals except at Valley, where crews are paid ten miles per hour for loading or unloading range shipments. Does not apply to Council Bluffs-Valley turnaround. (P-23)

Run 8. The one additional mile, making 138 miles, is allowed freight firemen account additional mileage to freight yards at Grand Island.

Run 12. Regular freight trains No. 71 and 73, allowed one hour at Valley for making up trains; and Nos. 72 and 74 allowed one hour for making up train at Beatrice, when no yard engine.

Run 15. Regular freight run allowed one hour, independent of road time, for switching at Norfolk. Irregular freights will not be paid for same.

Run 22. In freight service, if held on duty at Julesburg to exceed three hours, one hundred miles allowed each day instead of actual mileage.

Runs 51, 51A. The fifteen miles allowed freight runs is fifteen constructive miles, allowed for handling train over Sherman Hill, and is included in the allowance specified.

Mr. Carter: Will you briefly explain how the rules on the Santa Fé compare with the rules on other roads, and before you say that I will ask you, is not the rate on the Santa Fé perhaps, less than on the Burlington or Rock Island or some similar road—the Northern Pacific?

Mr. Keiser: The rate is lower, yes, sir, than on most roads.

Mr. Carter: Now, I understand the first rule you investigated was that of initial terminal delay?

Mr. Keiser: Yes, sir.

Mr. Carter: Do you find the rules better on the Santa Fé than on roads where they pay a higher rate?

Mr. Keiser: In my opinion it is much poorer.

Mr. Carter: With regard to final terminal delays, do you find the final terminal delay rules on the Santa Fé where they pay a lower rate better than other roads?

Mr. Keiser: We find final terminal delays poorer on the Santa Fe.

Mr. Carter: How about the differential between the through rate and local freight rate?

Mr. Keiser: I find that the local rate on the Santa Fe today is five cents lower than any of the other roads compared, and 10 cents lower than the rest.

Mr. Carter: How did you find the Santa Fe rules on dead-heading?

Mr. Keiser: I find that with the exception of the Chicago & North Western we have the poorest rules in the Western country.

Mr. Carter: How do you find the rules on the Santa Fe on called and released?

Mr. Keiser: There are two rules that I consider poor, one about equal and two that are much better.

Mr. Carter: You don't think that they are better than the other roads?

Mr. Keiser: No, sir, absolutely not.

Mr. Carter: How do you find the rules with respect to doubling hills?

Mr. Keiser: I think ours is the poorest.

Mr. Carter: How do you find the rules with regard to additional pay with through freight trains?

Mr. Keiser: Practically every service we get less additional pay than any other of the roads compared.

Mr. Carter: Mr. Keiser, it has been used as an argument against standardization of wages, that where wages are lower, the rules are better. This argument would not be very good for that, would it?

Mr. Keiser: Not when you take the Santa Fe into consideration.

Mr. Carter: That is all.

Mr. Sheean: I do not care to cross-examine, in view of the fact that we intend to present comparisons for all roads, both of all these rules and rates, and I assume that there is not any doubt that this witness has properly made the comparisons.

Mr. Carter: I will ask, Mr. Chairman, that this statement be inserted in the record just before the discussion.

The Chairman: Let it be so ordered.

M. W. CADLE was recalled for further examination, and having been previously sworn, testified as follows:

Mr. Stone: Mr. Chairman, Mr. Cadle was requested by the counsel for the railroads to cite some roads where overtime was paid in any class of service on time and a half, and I believe he is ready to read that into the record at the present time.

Mr. Cadle: Mr. Chairman, on December 2, 1914, on page 205 of the record, Mr. Sheean said:

"In other words, Mr. Cadle, there is not now, and never has been, in the transportation of the United States or Canada, the payment of time and a half for overtime, has there?"

"Mr. Cadle: Well, I think you will find some schedule where you will find its equivalent.

"Mr. Sheean: I wish you would give me any schedule in which there is the equivalent of time and a half in the transportation service, if you can, Mr. Cadle?"

We will take on Exhibit 1, page 204, Missouri, Kansas & Texas Railway; Missouri, Kansas & Texas Railway Company of Texas; Beaumont & Great Northern Railroad; Texas Central Railroad, and the Wichita Falls Lines, effective February 15, 1913. Article No. 17.

"Engineers assigned to circus trains will be paid through freight rates according to class of engine, and the time will be computed on basis of time and one-half and allowed as miles or hours, which ever amounts to the most, from the time ordered to begin work until tied up at an intermediate point, or relieved at a terminal, it being understood that Engineers assigned to this service may be tied up at any point. Such tie up will end the run and another day begin when again placed on duty. A minimum of one hundred and fifty (150) miles will be allowed for all days while assigned to this service. No overtime will be allowed except on basis provided above.

Mr. Stone: Any questions on that, Mr. Sheean?

Mr. Sheean: No.

Mr. Stone: The question was asked by Commissioner Nagel, if we had compiled any data in regard to the moving of terminals, just before we adjourned for the holidays. We sent out a circular letter to our divisions, and while I realize it is incomplete, yet in that short space of time we have compiled a lot of data that shows the losses of the men that have been

caused by the moving or abandonment of different division terminals. You are familiar with this Exhibit 55, Mr. Cadle?

Mr. Cadle: Yes, sir.

Mr. Stone: We will offer Exhibit 55.

(The document, so offered and identified, was received in evidence and thereupon marked "Employees Exhibit No. 55, January 18, 1915.")

Mr. Stone: I have compiled, simply for information, Mr. Chairman, and I do not desire to discuss it, Exhibit 56 which is the official reports of agreements in the Southeastern Territory. I will simply file it. Mr. Cadle, I believe, is familiar with it. You know of this exhibit, Mr. Cadle?

Mr. Cadle: Yes, sir.

Mr. Stone: You know that it was compiled in our office?

Mr. Cadle: Yes, sir.

Mr. Stone: I will ask leave to file it.

(The document, so offered and identified, was received in evidence and thereupon marked "Employees' Exhibit No. 56, January 18, 1915.")

Mr. Stone: It is simply filed as a comparison, to show rates in the Southeastern Territory as compared with rates in other parts of the country.

Now, Mr. Chairman, referring to Exhibit number 55, while it is incomplete, yet some of the things it shows are remarkable. I want to call your particular attention to statements on page 1, "Terminals Moved or Abandoned by Company Orders."

"The following statements have been hurriedly prepared since our adjournment for the holidays and show a few of the many hardships inflicted upon the employees by the constant shifting of terminals to suit the ideas of the officials in charge of operation. Many of these losses represent the savings of a lifetime.

"If an official, by the stroke of a pen in the interests of so-called economic operation, can destroy the homes and savings of the men, to say nothing of the hardships imposed by starting life over again under new conditions, then the business demanding these sacrifices should bear the cost and not the employees."

You will recall that Mr. Park, one of the Arbitration Board, made the statement that when they moved the terminals of the

Kansas division, that the men were recompensed dollar for dollar. I merely want to say that I have been unable to find where any of the men were paid during those moves. If they were paid, they have not given me the information.

I want to take up first, the Atchison, Topeka & Santa Fe Railroad, on page 1. Coast Lines. I want to call particular attention to the last paragraph, Los Angeles, California, where "The company has moved the roundhouse two miles to Redondo Junction. The men have not moved, as the new location is in the colored district, so they are called by 'phone and walk or catch a ride on some engine going to the roundhouse at night. In day time, by going a long ways around they can get street cars. It takes forty-five minutes longer now to get to the roundhouse than before the change."

On page 2, Fresno, California, and those of you who have been in California know that this is one of the nicest little towns in California, it shows that "The company has moved the roundhouse and shops three miles out to a new terminal, Calwa. There was no way of getting to the new place from Fresno, so the men were compelled to move. Many of the employes had either built or bought homes on the installment plan in Fresno. It was impossible for them to keep up their payments on their old homes in Fresno and build new homes in Calwa at the same time, so they were compelled to sell for what they could get."

Note the last paragraph, that "The lots in Calwa sold for the same price as lots within the city limits of Fresno, and it is persistently rumored that the local officials of the company bought up all this land before the change was made."

Take the next one, Stockton, California. "The company moved the freight terminal from Stockton, a beautiful city, to Riverbank, an entirely new town. While this new terminal was being built, the company put on heavier power in passenger service. The men in passenger service on this division lived in Richmond and ran through over two freight divisions to Fresno. The company said they could not run the heavy power through west of Stockton on account of the bridges, thus compelling most of the passenger men to move from Richmond, as this left a short division out of that point.

"When Riverbank terminal was completed the company compelled the men to cut out there in both freight and passen-

ger, making this a terminal for ALL crews, except two. This was a new townsite with no houses for sale or rent, so men were compelled to buy lots and build, as there was no other way to get a home within calling distance. Superintendent J. W. Walker, and General Agent Hobart had bought up all this land before the terminal was changed, and through the Guy Rush Real Estate Company sold it to the men.

"Now, that the terminal is established and the men they compelled to move have bought and settled down, the bridges are repaired and they are running the passenger engines through again between Fresno and Richmond, and these engineers could have lived in their homes at Richmond, as they did prior to Riverbank being established."

Atchison, Topeka & Santa Fe proper. Nickerson to Newton, Kansas. In this move the company changed from Nickerson to Newton, Kansas, and by this change caused 63 engineers and firemen to move. "Eighteen of these employees owned homes valued at an average of \$1,200 each."

They are practically a loss, because they are practically totally valueless since.

Topeka, Kansas, to Kansas City, Missouri. "In 1912, this company moved the passenger terminal from Topeka, Kansas, to Kansas City. This compelled 7 crews, who owned homes valued at from \$3,000 to \$4,500 each, to leave these homes and move to Kansas City."

Mr. Burgess: Pardon me, Mr. Stone, but are we to assume no payments were made on any of these?

Mr. Stone: None whatever. Wherever there was any payment you will find it noted

Mr. Burgess: All right, thank you.

Mr. Stone: It is almost an unknown quantity. It will not be hard to distinguish it when you come to it.

Mr. Burgess: Thank you.

Mr. Stone: "Further, the freight extra board was moved from Topeka to Emporia, Kansas. This change caused ten men, who owned their homes in Topeka, to move to Emporia."

Canadian Pacific Railroad. I want to call your attention to the move from Vancouver to Coquitlam, British Columbia. The men who hold seniority rights over that territory are constantly being changed back and forth. There is an error here at the

bottom of this page 3, where it says in the move from Winnipeg to North Transcona, Manitoba, that the company was induced through the efforts of the B. of L. E. to put on a shuttle train. That is incorrect. It was through the efforts of the Joint Committee of the four railroad brotherhoods working together, jointly, that they succeeded in having this shuttle train put on, which carries the men between Winnipeg and North Transcona, but requires them to have a three hours' call and consumes a great deal of their time which otherwise they could have at home.

Mr. Park: How far is it, Mr. Stone?

Mr. Stone: I think it is about eight miles, and there are no houses over there, just a big yard, and it is very boggy, so I am told by men who are familiar with that country. Winnipeg, as you know, is one of the most beautiful towns in the Northwest, in Manitoba.

I will ask your attention to page 4, St. Elmo to Salem, Illinois. The Chicago & Eastern Illinois. The question might be asked why this is brought in here. At that time the Chicago & Eastern Illinois was owned or controlled by the Frisco, at the time the change was made, and the men practically lost all their investments at that point.

I would next ask you to note this move which the North Western is contemplating right here in Chicago at the present time, Proviso, Illinois.

"The Chicago & North Western Railway has established a new terminal at Proviso, Illinois, 8 miles west of the 40th Avenue terminal, Chicago. This 40th Avenue point has been their terminal 34 years. The order is now (unless further postponement can be obtained) that employes must move to Proviso on or before May 1, 1915. There is no town at Proviso, or nearer than 2 1-2 miles. No houses, no churches, no stores, no sewers. In fact, nothing," only the open country. "No place for a human being to live, yet over 200 engineers and firemen are required to leave their homes and friends, give up all of their savings of a lifetime, go out where there is absolutely nothing and start life all over again. Of these engineers, over 20 per cent own their own homes, the property investment being over \$60,000."

I next ask your attention to the move from Oshkosh to North Fond du Lac, Wisconsin. "In the winter of 1901 and 1902, the terminal of the old Wisconsin division of the Chicago

& North Western Railway was moved from Oshkosh to North Fond du Lac, Wisconsin. This change required about 35 engineers and the same number of firemen to move."

The same is true of the move from Lake City, Iowa, to Sioux City, Iowa.

The same is true of Baraboo, Wisconsin, to Adams and Wyeville, Wisconsin.

The next note is in regard to the Chicago, Burlington & Quincy, and while the number of men affected was very small when they took over the Keokuk & Western in 1901 and 1902, yet it was just as severe on the little handful of men who lost their all as if the number had been greater.

The next I will call your attention to is at the bottom of page 5, the Chicago, Milwaukee & St. Paul Railway, where they moved from Chillicothe, Missouri, to Laredo, Missouri, and at the top of page 6 is the number of engineers who owned their homes, and the value, and what they are offering them for sale at, and the very small number who realize anywhere near what their investment was.

In 1904 the Chicago, Milwaukee & St. Paul Railway Company moved its terminal from Marion, Iowa, to Ottumwa Junction, Iowa. Fifty engineers were affected by this change, ten of whom owned homes at Marion, and those who disposed of their property showed a loss of about 25 per cent.

The Chicago, Rock Island & Pacific, at the bottom of page 6, when they made their move from Albert Lea, Minnesota, to Manley, Iowa. This happened in June, 1912. They moved away thirty-five engineers and the same number of firemen, from Albert Lea to Manley, Iowa. Those of you who are acquainted with the town, know that Albert Lea is a thoroughly modern, up-to-date, beautiful city. Many of our men owned their homes there, had established their families there, and had children both in the grammar schools and the high schools. Manley is a new terminal point, and there were no fit homes, schools or stores; no churches or other conveniences of even a small modern town. In fact, there was not even an adequate supply of water.

You will notice how the men were taken care of, in bunk cars, and had to furnish their own bedding, and they had to keep even their own cars clean, do the necessary janitor work.

The next move the Rock Island made, was from Herington, Kansas, one of the best towns in eastern Kansas, in 1907, and created a new terminal at Pratt. I think Pratt, Kansas, is somewhere about 132 miles west of Herington—I am just talking from memory now. One hundred and twenty-six miles west of Herington. These men could have lived on at Herington who were working on the eastern division between Herington and Pratt, but they had to move to Pratt and run both ways, because the officials would not make any other kind of a settlement. The result was that property has depreciated. They cannot realize anywhere near what the property is worth.

But one of the saddest tragedies in the whole western country was when the Colorado & Southern abandoned the town of Como, Colorado. You will find it at the bottom of page 7.

At the time Como was abandoned as a division point in 1910, seventeen engineers running out of Como owned their own homes, their value ranging from \$3,000 down to \$300, and in many instances homes that cost more than \$1,000 were sold for \$100 or a little more.

Today, Como has the appearance of a deserted village. Many of the business places are boarded up, their owners having been compelled to leave and seek occupation elsewhere.

Como at one time had a population of five or six hundred, all absolutely dependent upon the Colorado & Southern Railroad Company for their livelihood. Today there are probably not more than one hundred and fifty people living there.

During the summer and fall of 1910 the company did a record business on the South Park line. At that time there were over forty engineers and firemen on the board at Como, and there are now five engineers and five firemen.

I ask the particular attention of the Board to the Great Northern Railway, page 8. I want to show you what the "Empire Builder of the Northwest" did to his employees.

Kalispell, Montana, to Whitefish, Montana. "Many of the employes lost heavily in moving from Kalispell to Whitefish, because of the depreciation in value of property they had owned in Kalispell, and now, again, that they have bought in Whitefish, it has been practically determined that the terminal is to be moved from there. * * * Whitefish is situated in the Flathead Valley in Montana, between the Bitter Root mountains

and the Rocky Mountains, and there is not a great deal of agricultural land around it. A large part of the land on which Whitefish is built was purchased for \$50.00 per acre, or a total of \$8,000.00. From this land was removed about \$3,600 worth of logs. The land was then plotted at a cost of approximately \$1,000.00. Other improvements on the land totaled about \$1,200.00, and still other improvements, probably absorbed the \$3,600.00 received from the sale of the logs, making the total cost of the land about \$10,200.00, or about \$64.00 per acre, it being a quarter section, or 160 acres.

"The lots are 25x130 feet, and there were about 9 lots per acre after allowing for the land contained in the streets. This would make the cost of the lots between \$7.00 and \$8.00, but some of these lots were sold for \$750.00, or at the rate of \$6,700.00 per acre. The cheapest lots were sold at \$100.00 per lot, or at the rate of \$900.00 per acre."

I might add that this Townsite company is simply the Great Northern Railway under another name, that sold this land.

After they had all their investment there, and they had built up a model town in every way, a rumor was spread that the town was going to be moved. Mr. Gruber passed through Whitefish in the spring of 1913 and a committee waited on him to discuss this matter with him. Mr. Gruber at that time was Vice-President in charge of the operation, I believe. He was shown where the employes had put the savings of a lifetime, into Whitefish homes, and that Mr. Pain, a real estate agent, had told them that the Whitefish Townsite Company was the Great Northern Railroad, and for that reason Whitefish real estate would be a good investment. Mr. Gruber informed the employes that the company was contemplating moving the terminal; that this might happen in a year, or in two.

A little later, Mr. Gray, the President of the road, came through on a trip of inspection, and a committee called on him in regard to moving the terminal from Whitefish. He said the company was contemplating such action, and that he felt as though the company was under a moral obligation to the employes.

Owing to the anxiety caused by the rumor that the terminal was to be moved from Whitefish, a committee of the railroad employes sent a letter to Mr. L. W. Hill, Chairman of the Board

of Directors of the Great Northern. His reply is on file in Whitefish, and the context of it is as follows:

“At some future period we contemplated moving the terminal from Whitefish, but since we built the Company cottages, the dormitory, and extended the roundhouse facilities, we have abandoned that idea, and we look forth to the coming future of Whitefish as one of the principal terminals for engine-men and trainmen.”

But a little later on they gave out the word themselves that they intended to move the terminal from Whitefish, and that has already caused a marked decrease in the price of property. The employees say they will at once dispose of their property if they could get anywhere near what it cost them, but that is now impossible.

In addition to this, the employees do not relish going through the experiences of establishing another new terminal, for when they moved from Kalispell to Whitefish, the company not only did not reimburse them for losses on their property, but provided no accommodations for them at Whitefish, and they had to eat and sleep as best they could.

Devils Lake to Larimore, North Dakota, was changed in 1899 and 1907.

One of the saddest things in this whole list—it is all sad enough because every one of them means destruction of homes and the loss of everything—but this Illinois Central proposition at Water Valley is one of the worst, because it does not offer any future for the men at all. This is not a case where they moved a terminal, this is a place where they moved a business and left the men.

“Ever since the road was built, the through freight business has been handled via Jackson, Tenn., Water Valley, Miss., and Canton, Miss., but recently this routing was changed to go by way of Memphis and the Yazoo and Mississippi Valley Railroad, thus causing a large number of engine-men to be cut off the board, as there is no work for them. There has always been an average of 28 through freight crews on this division, and sometimes as high as 35 in rush season. Now, there are ten, and the indications are that this will be too many in the future. In 1913 there were 33 white firemen employed on this division, of which

number one man had a home, but the majority of these men were single. Now, they have all been cut off.

"While this is not a case of a terminal being moved, the moral and industrial effect on the men has been worse than if they had to move with the terminal, for in a change of terminals men retain some degree of seniority, and also their jobs, but in this case the men have lost both seniority and jobs, and the earning capacity of many others has been greatly reduced. It means that the men who are cut off have either to choose new vocations, of which there are not many here from which to choose, or go elsewhere and begin at the bottom of the ladder again, and this at a time when jobs of running engines are especially scarce, to say nothing of other kinds of work. * * *

"What inspired more confidence in the men to invest in homes and other property was the Illinois Central Railroad Company's "Get Acquainted Special," which ran over all the lines in this state. This special was run about eighteen months ago, and when it got to Water Valley, the officials comprising the party urged business men to increase their business, and investors to secure rental property. This quite a number of them did. Of course, the officials in urging these men to build up the town, by implication, at least, assured them that the shops would remain there permanently. At that time and up to November 1st, the fruit and vegetable business, the manifest freight business, and some dead freight, was handled over the Water Valley and Jackson divisions, and it seems to have been a tacit understanding that this high class business would always be handled by this route. The reason now given for the change is that they can handle more tonnage to the engine by the other route, but this is something they knew two years ago as well as now, and this also notwithstanding the fact that from time to time heavier power has been placed on the two districts affected."

Of the thirty-one regular men, fifteen own homes, and five still owe something on theirs. They are practically worthless. There does not seem to be any future for the men, but they are simply left stranded.

The Louisiana & Arkansas Railroad has changed its terminals so often that the engineers and firemen are kept continually on the move, and they have given up all hopes of ever es-

tablishing a home. I guess they are going to be like the Wandering Jew, without a home or anything else, at least it looks so.

Minneapolis, St. Paul & Sault Ste. Marie Railroad, at the bottom of page 11, Abbotsford, Wisconsin. I want to invite your particular attention to this for this reason. Formerly these men lived at Chippewa Falls, and they were compelled to move to the new town of Abbotsford. Their property at Stevens Point, and Chippewa Falls, depreciated in value thirty to forty per cent by this move. They went to Abbotsford, a point right out in the pine woods, a little country town, I think, with something like three hundred people, with no conveniences of any kind, no homes or anything else, with no vacant houses, so it was necessary for many of the men to build homes for their families, which was done at considerable expense. The company encouraged the men to build, even issuing a bulletin that they would transport all building material free of charge, and offering other inducements. The company bought a tract of land and subdivided it into lots, which were sold to their employes. The town grew rapidly. Abbotsford, in 1900, was a little town with only fifty-three houses and three hundred and fifty-three inhabitants. In 1905 it became necessary to bond it for \$18,000 to erect a high school building, \$9,000 of the indebtedness had been paid and the town was growing rapidly, in 1910 having good business houses and two hundred and eighty-four residences, with churches and splendid schools,—a town modern in every way. The assessed valuation of property had increased from \$43,707 in 1900 to \$336,780 in 1908.

Like a flash of lightning out of a clear sky, in the fall of 1910 came the order to change the terminal back to Stevens Point, the point they had left ten years before. Practically all of the employes were compelled to leave their homes, which had cost them years of struggle and privation to obtain, and in many cases represented the savings of a lifetime, and go back to Stevens Point, where their services were needed.

This action on the part of the company practically wrecked the financial and business interests of Abbotsford. Property was unsalable at any price. The records show the assessed valuation of property decreased from \$336,780 in 1908 to \$223,675 in 1912, a total of \$113,105 loss, or depreciation, and even this does not show the true depreciation. The few houses of the em-

ployes that have been sold show a loss of 65.4 per cent from the cost price.

After the two changes, and the resultant losses of 30 to 40 per cent when they left Chippewa Falls and Stevens Point, and 65.4 per cent when they left Abbotsford, in 1910, they find themselves back where they first started, trying to take up the broken threads of life as best they may, and robbed of the fruits of their work of a lifetime, the company refusing to pay them one cent for their losses. Many of the old and trusted employes will never again be able to save enough from their earnings to have a home for their old age.

On page 13. The Missouri, Kansas & Texas Railroad moved from New Franklin, Missouri, to Mokane, Missouri. I want to invite your particular attention to the second paragraph.

The employes bought their lots and built houses at a cost of from \$1,200 to \$3,600. They resided in these homes until 1907, when the company served notice that the terminal of the engineers and freight service would be moved from New Franklin to Mokane, Missouri. When the employes received this notification they called upon Mr. A. R. Bethard, Assistant General Manager, and mentioned the fact that this change in terminal would cause them to sacrifice their homes. His reply is quoted, which is characteristic of the man, by the way, and I only wish he were here to hear me say it:

"It is not necessary for you to move if you don't want to, as we can get men to take your places."

As they could get no redress, there was nothing left for them to do but to move or to leave the service, and sixteen engineers, sixteen firemen and ten extra men moved to Mokane. Those who could do so disposed of their homes in New Franklin, selling them at a sacrifice of from 30 to 50 per cent of the original cost.

In 1909 the Missouri, Kansas & Texas Railway moved. They had two terminal points, Denison, Texas, and Parsons, Kansas, with Muskogee, Oklahoma, as an intermediate point. Engineers ran south from Parsons to Muskogee and north from Denison to Muskogee. In March, 1909, Muskogee was abandoned as a through freight terminal between Denison and Parsons, and McAlester and Wagoner, Oklahoma, were established

as terminals, with McAlester as the home terminal. This required these crews to move.

The same was true when they changed their terminal from Hillsboro to Smithville, Texas, in 1894.

The Missouri Pacific—Iron Mountain System—in 1887, the Missouri Pacific Railway located a freight terminal at Reece, Kansas, in the Fort Scott and Wichita territory. There were only a small number of men affected by moving the terminal from Reece to El Dorado.

In 1904 this company moved its engine terminal from El Dorado, Kansas, to Wichita, Kansas. By this change about fifty engineers and firemen were compelled to move from El Dorado to Wichita. A majority of these employes owned their homes at El Dorado and had to dispose of them at a loss of from one-half to two-thirds of their actual value, the total loss to the employes being estimated at \$15,000.

They also moved from Mer Rouge, Louisiana, to McGehee, Arkansas. Twenty engineers and firemen were affected by this change.

The Northern Pacific has made several changes. One in the late '80's from Brainerd to Staples, where the employes owning property lost about forty per cent of their investments.

But the latest move was in July, 1913, from Spokane to Parkwater, Washington. It is a distance of about four miles, and the men were compelled to report there for work. One hundred crews were affected by this move, and about sixty per cent of these engineers and twenty per cent of the firemen owned their homes in Spokane. The cost of the homes would average about \$2,500 each. Up to the present time these men have been able to live in Spokane, as the company provided transportation for them, although they lost about an hour each way getting to and from work, but this transportation is about to be stopped, and the men will have to move to Parkwater. Owing to the present business depression they will not be able to sell or rent their property in Spokane and their losses are likely to be very heavy. Another bad feature of the change is that real estate men have bought up all the property around Parkwater and are holding it for a large price.

Mr. Carter has asked me the question, if these men own their homes, or are paying for them. They are not all paid for.

Some of them are being paid for on monthly payments, or what is commonly known in railroad circles, as the installment plan. A great many of our men buy their homes in that way. In fact, I might add, that we have always encouraged our men to get a home. We think it makes a higher type of citizenship for a man to own his own home and become a part of the community where he lives.

The St. Louis & San Francisco Railroad has had so many sins of omission and commission charged to it, that I am only going briefly to refer to it.

In May, 1906, the company moved its terminal from Cape Girardeau, Missouri, to Chaffee, Missouri. Ninety engineers were affected by the move.

A few years later this company moved its terminal from Memphis, Tennessee, to Harvard, Arkansas.

In 1887 the Frisco Company moved its terminal from Price City, Missouri, to Monett, Missouri. Twenty-five engineers and firemen were affected. Sixty per cent of these men owned their own homes at Price City, the valuation of same ranging from \$1,500 to \$3,500 each. They claim their losses were about seventy-five per cent of their investment.

In 1911 this company moved its freight terminal from Memphis, Tennessee, to Yale, Tennessee, a distance of five miles. Eleven crews were compelled to move. Four engineers moved to Amory, Mississippi.

They also moved from Cherokee, Kansas, to Fort Scott and Pittsburg, Kansas, and we give you the list of men, the number of years in the service, and the cost of their property.

The Southern Pacific (Page 17). In November, 1907, the Southern Pacific moved its terminal from Rocklin to Roseville, California. The company provided free transportation to employes for houses knocked down and loaded on cars and for household goods, but nothing was paid them for the depreciation on their property in Rocklin, and no new lots were given to them on which to build in Roseville. Each man who wanted a home in Roseville was compelled to buy a lot, costing from \$225 to \$500. Many of the men owning homes in Rocklin had bought their lots from the Southern Pacific Company and had paid from \$50 upward, the homes costing from \$1,000 upward, and they were compelled to move the houses to Roseville at a

great expense or sell at a great loss, in many cases the loss reaching fifty per cent of the cost of the property. The company paid no moving expenses, other than the transportation charges referred to above, and the contract price for getting the houses moved and loaded on the cars ranged from \$250 up. In some instances the men have estimated their loss for moving and rebuilding at as high as \$5,000. The lots vacated in Rocklin were almost, if not entirely, worthless.

Wadsworth, Nevada, to Sparks, Nevada. These are some of the heaviest losses of some of our oldest men.

"In the spring of 1904 this company moved its terminal from Wadsworth, Nevada, to Sparks, Nevada. In this case the company granted the men free transportation for their household goods and for their houses if torn down and loaded on flat cars, but the men had to stand all the expense of tearing down, loading and rebuilding the houses, and any damage to the household goods. The company also gave each man who owned a lot in Wadsworth, a lot in Sparks of about 50 by 140 feet. These lots to be used for residence purposes only. Several of the employes who owned more than one lot in Wadsworth, or business places, had to stand the entire loss on these. One of the engineers, Mr. A. Pollock, owned lots to the value of \$5,000.00 in Wadsworth. About two years ago he was glad to be able to get \$100.00 for this property. He had three dwellings also, valued at \$3,000.00, \$2,500.00 and \$1,500.00, respectively. On these dwellings he realized \$350.00 after the terminal moved."

Another engineer, William Painter, owned property in Wadsworth, valued at \$1,800, which was sold for \$250 after the terminal was moved. He also owned two other cottages, which he used for rental purposes, and as they would have been practically worthless in Wadsworth, he tore them down and moved them to Sparks, bought lots and rebuilt them. This expense, together with the loss on his Wadsworth property, cost him, he estimates, about \$4,000.

Another engineer, John W. Smith, lost heavily on his property at Wadsworth, and was put to an expense of about \$1,020 for buying lots and removing and rebuilding his property, as the company allowed but one lot in Sparks free and that for residence property, only.

Sunset Central Lines is having some trouble at the present

time in regard to the moving. The citizens of Emis, Texas, on the Houston & Texas Central Railroad have filed a temporary injunction restraining the company from moving its terminals.

Now, we come to the Union Pacific. I want to be perfectly fair in these statements, and this is the only money I can find that was ever paid on the Union Pacific. As I stated in the beginning, there may be other payments but I have not been able to find them.

When the Union Pacific Company redistricted the Kansas Pacific division a little over 20 years ago, it abandoned Wamego, Kans., Brookville, Kans., Wallace, Kans., and Hugo, Colorado. A committee of the employes took up with the officials at Omaha the matter of reimbursing those who had to move to new terminals and who would for this reason sustain losses, both on property and household goods. The company appraised the homes of certain employes at Brookville, Wallace and Hugo, and paid about \$21,000.00 to the owners, which was about 30 per cent of the appraised value. Nothing was paid for the loss of homes at Wamego. The money was paid to those only who supported homes, and was prorated among the employes of the three towns mentioned. Nothing was paid to the employes at Wamego, who sustained losses, because the company claimed it was in the midst of a good agricultural district and their losses were not nearly so much as the others. In this connection, it might be stated that the claim is vigorously made that the valuation put on the property by the company's Board of Appraisers was much below actual cost and the company paid only about 30 per cent on that.

One of the new terminals established was Junction City, Kans. The town paid the railroad company \$30,000.00 in cash for coming there, and also gave it grounds on which to build a round-house, thus the company received about \$9,000.00 more than it paid out for the loss of property when the four terminals moved—a very good investment from the standpoint of the company.

In 1892, the company moved the terminal from Hugo to Cheyenne Wells. The employes who were compelled to move were paid from 10 to 35 per cent of the cost of their property, and this was not paid until some 12 months later. If employes owned more than one house, they received no pay for the same, only being paid for the house they lived in. When the terminal was moved from Cheyenne Wells the first time, property depreciated 50 per cent and employes received nothing for their loss.

When the terminal was again moved from Cheyenne Wells to Hugo, in 1909, none of the engine employes owned property—they having learned by sad experience that it was useless.

When the company moved the roundhouse away from that point, property decreased fully 50 per cent, while the number of employes affected was few in number, they never received one cent from the company to reimburse them for their loss.

When the men who lived in Denver and Ellis were compelled to move to Hugo and Sharon Springs, they did not lose much on their property, but were compelled to leave their houses behind them, and leave one of the best cities in the west with its splendid facilities of every kind and begin all over again.

In addition to the foregoing, about one year ago the company so changed the lay-over of the passenger men on the Hugo district, that they could not go to see their families, some of whom were living in Denver and others in Ellis, Kans. The employes' committee had a hard time getting this lay-over changed back so that they could go to see their families occasionally during their lay-over period. The younger men, who do not have annual pass privileges, can seldom get to Denver or Ellis to visit their families.

The Wabash Railroad has made several changes. One from Ashley, Indiana, to Montpelier, Ohio. In 1907 they moved from Ashley to Montpelier. 65 engineers and firemen were affected, and those who were able to dispose of their homes did so at a loss of 30 per cent. The company has not reimbursed any of its employes for losses sustained in any of the changes of the terminals or division points.

The Kansas City Southern is the only case that I know of in the Western territory where they paid full value to the employes. They moved the terminal away from Mena, Arkansas, and the four railroad brotherhoods in transportation service and the Brotherhood of Railroad Carmen—five committees, working jointly, took the question up with the officials of the Kansas City Southern, and after several days' conference, a committee was selected from the employes, and also a committee from the officials representing the company, and all the property was appraised. I am simply speaking from memory. I do not have the files here, but I believe the total amount paid by the company was \$247,000. These homes, of course, had been laid out—those

of you who have been to Mena known that it is one of the best towns in the Ozark Mountains, and the company had made every inducement for the men to live there, they had the shops there, had sold them property. The company owned the town site. They had put in pavement and electric light and waterworks and had graded schools. In fact, it is one of the best towns in the State of Arkansas for its size, and after considerable discussion it was paid for. It is really the only change that I have ever known of since I have been connected with these organizations where they have been paid value received or appraised value in full of their property, and this was paid by the Kansas City Southern Railroad. That is all. Any questions, Mr. Sheean?

Mr. T. A. Abrams, one of our witnesses, from the Gulf, Colorado & Santa Fe, has asked me to read this supplementary testimony into the record. He finds on going back home and checking his earnings again his attention was called to an error by Mr. O'Keefe. He went back home and checked it over, and he has asked me to read this statement.

When on the stand earlier in the proceedings, T. A. Abrams testified that in the month of October, 1914, he worked a total of 297 hours and earned \$151.71. Upon returning to his home he found that these figures were for the first 25 days of the month only, and his time and earnings for the remainder of the month are as follows: Preparatory time, for which no compensation is received, is included in this.

October 26, 11 hours 45 minutes.....	\$6.03
October 27, 15 hours 30 minutes.....	7.60
October 28, 13 hours 20 minutes.....	6.55
October 29, 15 hours 40 minutes.....	8.12
October 30, 4 hours 30 minutes.....	5.72
October 31, 5 hours 5 minutes.....	4.66

Total for the last six days, 65 hours 50 minutes, for which he received \$38.68, making a total of 362 hours and 50 minutes, for which the pay was \$190.39.

Before we adjourned for the holidays, Mr. Park read a statement into the record from the Interstate Commerce Commission which practically left the impression with me at least that they were compelled to make these surprise tests on account of the attitude taken by the Commission. Mr. Carter offered to get a statement or said he believed he could get a statement from the

Commission, and on December 22, 1914, Mr. Carter and myself wrote a joint letter to these gentlemen:

“Hon. James S. Harlan, Chairman, Interstate Commerce Commission,

“Hon. C. C. McCord, Interstate Commerce Commissioner, in charge Safety Appliance Dept.,

“Mr. H. W. Belnap, Chief Inspector, Safety Appliance Dept., Interstate Commerce Commission,

Washington, D. C.

Gentlemen:

Herewith we enclose transcript of Proceedings of the Arbitration between Western Railroads represented by a Conference Committee of Managers, and the Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen, for December 19th and 21st, 1914, and request that you refer to P. 1684 and read the testimony of Witness Modenbach as to the manner of conducting ‘efficiency tests’ and the injuries that resulted therefrom. We then request that you refer to Pp. 1720 to 1734, inclusive, and read what is said by Mr. Park, member of the Board of Arbitration, representing the interests of the railroads and by ourselves in reply thereto.

“We recognize that your duties are such that you have but little time to devote to this matter, but the interests of the Locomotive Engineers and Firemen in this country, in fact all railroad employes in train and engine service, as well as those of the traveling public, are such that you would be justified in devoting the necessary time to acquaint yourselves with what has been said at these Arbitration Proceedings.

“You will note that Mr. Park has read into the record what purports to be an urgent demand on the part of the Interstate Commerce Commission that these dangerous efficiency tests be continued, and if the railroads succeed in defeating our requests in this Arbitration, it will mean a continuance of them, perhaps made more aggravated by what are said to be the demands of the Interstate Commerce Commission.

“For your information will say that our request that is now being arbitrated is, as follows:

““That the practice of conducting surprise tests by turning switch lights and placing red lights, or flags, unaccompanied by

torpedoes, beside the track, or wiring down automatic signals to proceed position, be eliminated.'

"This request has been made because the Engineers and Firemen of this Western Country now believe that the practice of railroad officials, in carrying out what they say are the instructions of the Interstate Commerce Commission, is not only jeopardizing the lives and limbs of "Locomotive Engineers and Firemen, but is undermining their nervous systems. Any one who has ever ridden on a locomotive, in the dark or in a fog, realizes the seriousness of the nervous shock when it appears that a fatal accident is inevitable, and we protest that it should be shown in this Arbitration, that the Interstate Commerce Commission is demanding any such ordeal.

"We believe that it is due the Locomotive Engineers and Firemen of the entire country that a statement by the Interstate Commerce Commission should be read into the record of this Arbitration setting forth clearly what was meant by the Interstate Commerce Commission, and we take this method of urgently requesting you to forward to the Chairman of this Arbitration Board, Judge Peter C. Pritchard, a statement as to just what the Interstate Commerce Commission had in view when it made the recommendations read into the record by Mr. Park.

"In conclusion we want to impress upon you the one fact that these two organizations do not oppose efficiency tests made under proper conditions. We believe they bring safer conditions of operation, and improve the personnel of our men, but we are opposed to the unfair conditions we mention under the article that is before the Arbitration Board.

Yours very truly,"

Signed by Mr. Carter and myself.

This is the reply:

"Interstate Commerce Commission.

Washington, December 26, 1914.

"Mr. W. S. Stone, Grand Chief Engineer, Brotherhood of Locomotive Engineers, Cleveland, Ohio.

"Mr. W. S. Carter, President, Brotherhood of Locomotive Firemen and Enginemen, Peoria, Illinois.

"Gentlemen:

"This will acknowledge receipt of your letter of December

22nd inclosing transcript of proceedings in the Arbitration of the Western railroads and the Brotherhood of Locomotive Engineers, and the Brotherhood of Locomotive Firemen and Enginemen, on December 19 and 21, 1914, and the testimony of Witness Modenbach and the statement of Mr. Park, of the Board of Arbitration has been noted.

“In reply it may be stated that from time to time complaints have been brought to the attention of the Commission in which it has been alleged that certain railroad officials have represented that they could not employ, re-instate or promote certain employes because of regulations or objection on the part of the Interstate Commerce Commission. It has also been alleged that efficiency or surprise tests were required by the Commission to ascertain whether or not the rules of railroad companies were being properly observed.

“A complete answer to any such representations is that this Commission is absolutely without authority of law to interfere between a railroad company and its employes in any matter affecting the physical fitness, competency or discipline of such employes, nor has the Commission ever attempted to exercise any such jurisdiction.

“The Commission has issued several rulings having a bearing on the general subject matter in which it has uniformly refused to take cognizance of matters involving the discipline or competency of railroad employes. These rulings will be found in Conference Rulings Bulletin No. 6. In Ruling No. 69, involving a case in which an agent failed properly to endorse a colonist ticket, the Commission decided the rate question but held that the Commission would not interfere between the railroad company and its agent. In Ruling No. 105, a case involving a mistake of a conductor, it was held that: ‘The matter was one of discipline between the company and its conductor and was not cognizable by the Commission.’ In Ruling 288, a case involving the competency of railroad employes—condition of signal devices, it was held ‘That, except in cases of accident, the Commission has no authority under the act to regulate commerce to look into the competency of railroad employes or the physical condition of block signals, and makes no general investigations of that nature.’

“In conducting investigations of accidents, and in making reports of such investigations, as required by the Accident Re-

port Act of May 6, 1910, the experience of employees involved in such accidents necessarily forms a part of the record of such investigation, and if it should appear that an accident were due to the inexperience or inefficiency of an employee, it would of course devolve upon the Commission to point out that fact in its report. This is the only connection in which the Commission makes any inquiry into the experience or competency of railroad employees, and even then its authority is limited to investigation and report only, and the statute in question does not authorize it nor does the Commission attempt to take any further action regarding measures of discipline or the matter of further employment of the employees involved in such accidents. The laws merely empower the Commission to investigate and report upon accidents stating the cause of the accident, together with such recommendations as it may deem proper, the matter of correcting improper or unsafe practices or instituting reforms being left entirely with the railroad companies.

“The reasons enumerated above apply with equal force in answer to the specific inquiries as to whether the Commission conducts so-called efficiency tests or makes objection to the employment, reinstatement or promotion of any railroad employee. It does not, and under existing law, cannot conduct such tests, nor does it attempt to interfere, directly or indirectly, with the railroad companies or their officials, in the exercise of their discretion affecting the personnel of their employees.

“Very truly yours,

(Signed) “C. C. McCHORD,

Commissioner.”

Now, Mr. Chairman, the other day Mr. Park read into the record from the 1912 report what was the trouble with our railroads, and why we were having so many accidents. I want to read a little further.

If you will turn to page 62 of the 1912 report, the 26th Annual Report of the Interstate Commerce Commission, you will find the following language:

“Knowledge gained from accidents that have been investigated, indicates beyond question that with the track and roadway conditions existing on many railroads in this country the danger of serious derailments is ever present. Of the 31 derail-

ments investigated, 14 were either directly or indirectly caused by bad track. In 5 of these 14 cases the derailments would probably have been avoided had existing speed restrictions been observed; but in all the remaining cases no adequate speed restrictions were in force, and in 3 cases the track conditions were so obviously unsafe that derailments were likely to occur even at low speed. In one serious derailment an examination of the track in the vicinity of the accident disclosed 906 rotten ties within a distance of 147 rail lengths. Under many of the rails there were as many as 11 bad ties, and under each of 2 rails there were 12 ties so badly decayed and broken as to be totally unfit for service. In many of these ties the spikes were so loose that they were easily removed by hand, the wood having no longer any holding power. The track in the vicinity of this accident was poorly ballasted and was unsafe for the passage of trains at ordinary speed. This derailment occurred on straight track while the train was running about 30 miles per hour."

I also want to read you a short extract from the first part of the 1914 report; I do not know whether it is off the press yet. This is an advance copy, the 28th Annual Report of the Interstate Commerce Commission, Part 1, December 1, 1914, and shows what they found in their investigation of accidents.

"Sixty-three train accidents were investigated by the Commission during the year ended June 30, 1914. Forty of these accidents were collisions and 23 were derailments."

(You will find this on page 53.)

"They caused the death of 169 and the injury of 2,134 persons. The collisions investigated were responsible for 108 deaths and 1,162 injuries and the derailments caused 61 deaths, and 972 injuries. Thirteen of these collisions causing 39 deaths and 442 injuries, occurred where the block system was in use, and 24 collisions, involving 64 deaths and 713 injuries, occurred under the train-order system. Three collisions, causing 5 deaths and 7 injuries, occurred in yard movements where the system of train operation was not a factor."

Now, listen particularly to this part of the language. Mr. Chairman and gentlemen:

"Collisions caused by improper flagging continue to be a prominent feature of these investigations. Eight of the 40 collisions investigated were due to this cause. In these 8 collisions

45 persons were killed and 386 injured. Attention has been called to the indefiniteness of the flagging rule in force on many roads, and the practice of employing inexperienced men as flagmen. A noticeable effort has been made on a number of roads to improve the situation in this respect, but there is still abundant opportunity for betterment. In one collision, due to improper flagging, which caused 14 deaths and 294 injuries, the flagman at fault had been employed only 24 days and was entirely without previous railroad experience. He had not been examined on the rules, and apparently no effort had been made to ascertain his fitness to perform the duties imposed upon him. When men of such little experience are employed as flagmen, and are permitted to work without any examination to determine their knowledge of the rules, it is unreasonable to assume that they will properly perform their duties, and accidents due to improper flagging may be expected to occur."

Now, let us see what this says about the engineers.

"The record of accidents investigated shows a considerable decrease in the number of collisions due to the failure of engineers to obey the indications of block signals. There were but two collisions of this nature during the past year."

Gentlemen, when you take into consideration the large number of signals and the large number of trains that are being daily operated, I think it comes pretty near being 100 per cent perfect.

"There were but two collisions of this nature during the past year, as against 7 the previous year. The two collisions herein noted occurred in connection with the movement of high-speed passenger trains on a road equipped with the most modern systems of automatic block signals. The engineers at fault were trusted employees of long experience, one of whom was killed in the collision resulting from his mistake."

Of course, we don't know; the man is dead, but it would not be at all surprising to me, at least, knowing the tremendous tension the man is under on these high-speed trains, that the chances are the man was just as likely to be dead as not when he passed the signal. We have had a number of cases where that has happened.

Now, again taking up the report:

"As previously noted, no adequate explanation can be given for these lapses from duty by trusted and competent men, who

in many cases suffer death as a consequence of their error. It is to be hoped that the investigations authorized by the Congress, mentioned in another part of this report, may add to the development and use of some system of automatic train control to be used in connection with existing systems which will eliminate this class of accidents."

Again taking up the report:

"The inherent weakness of the train-order system continues to manifest itself as a prominent feature of the accident record. In 13 of the 40 collisions investigated, it appeared that 7 were caused by trains encroaching upon the time of superior class trains and 6 were caused by the failure of trainmen to obey orders. In these 13 collisions, 26 persons were killed and 179 injured. Danger of collisions under the train-order system is often increased by the failure of railroad operating officers to employ safeguards provided for by the rules. On most roads where the train-order system is used, the rules require that an order establishing a meeting point for opposing trains shall be sent simultaneously to all the trains involved, and also, whenever practicable, to the operator at the designated meeting point, thus providing a check against the possibility of trainmen forgetting or misunderstanding the order. This check, provided by the so-called middle order is an important element of safety in the movement of trains on single track lines, but on some roads the rule which requires it to be used is not observed. Two of the collisions herein discussed, causing the death of 5 persons and the injury of 3, could have been prevented by an observance of the rule, and in both cases the placing of a middle order was practicable. Investigation developed the fact that on one of the roads the rule was observed only where passenger trains were involved, and that on the other road it was not observed at all and had not been enforced for several years previous to this collision, although it had never been rescinded.

"Attention is again directed to the need of legislation requiring the standardization of operating rules. That uniformity in rules which is necessary to safety can only be secured by the compulsion of Federal legislation. The efforts of the American Railway Association to standardize operating rules, while commendable, have not been holding effective, for the reason that the Association has no power to compel individual roads to observe its recommendations. The situation is similar to that

which led to the passage of Federal legislation enforcing uniformity in the application of safety appliances to cars and engines. With proper rules and operating practices, uniformly applied and enforced on all interstate roads, a decrease in railway accidents may be expected."

Now, Mr. Chairman, I want to take your time for just a few minutes to take up a few surprise tests and show you how they work. First, I want to call your attention to the Santa Fe book of Rules and Regulations, the General Notice on page 4, which reads as follows:

"Obedience to the rules is essential to the safety of passengers and employes, and to the protection of property."

That is a splendid rule, and I believe one that is almost standard.

Rule 14, page 15, paragraph K, reads as follows:

"One long and two short blasts of the whistle to call the attention of yard engines, extra trains, or trains of the same or inferior class, or inferior right, to signals displayed for a following section."

Also, "To call attention of yard engines or of trains moving in the same direction to signals displayed for following section."

Same page, Rule 14, paragraph G:

"Two shorts blasts of the whistle, answer to any signal not otherwise provided for."

Page 18, Rule 29, paragraph A, "Enginemen giving audible signal (k) under requirement of Rule 14 must know that it is properly answered by signal (g) of same Rule, stopping if necessary to ascertain that signals are understood. When there is more than one engine attached to the train, the leading engine only will give or answer signals."

Page 83, Rule 456, reads as follows:

"They (speaking of trains) are under the direction of the Conductor as regards the management of trains, but will not obey any instructions that may endanger the safety of the train or require violation of rules."

That applies to enginemen also.

On June 29, 1913, near Winslow, Arizona, on the Santa Fe, Trainmaster Shipley went to the engineer on First No. 4, a passenger train carrying signals, and ordered him not to blow signals at extra 857 West, when he should meet them. This test was carried through, but the engineer on the freight train saw the signals on No. 4 just the same, and acknowledged them, thus passing the test successfully.

Mr. Burgess: Where did the Trainmaster get the right to verbally set aside a rule in the Book of Rules?

Mr. Stone: We have had these cases up with the General Superintendent, and I have a letter here I will be glad to file, if you care to have it, where the General Superintendent says that any verbal or written instructions from the Trainmaster will set aside a rule, or from any official, will set aside a rule.

On this occasion the trainmaster, who was on No. 4, ordered the engineer to pass the freight train at good speed and stop down near the caboose. He figured on catching the caboose and stopping the freight if they had overlooked the signals. Suppose he had fallen and injured himself getting off, or, suppose that the engine on the freight train was intending to run light out onto the main line for water, or for any other purpose? Second No. 4 would have been into them before the trainmaster could have done anything.

February 26, 1913, on the Santa Fe Coast Lines, an engineer received the following telegram at Cottonwood, California.

"Leave your headlight uncovered where you meet No. 18. Cover it when they stop.

(Signed) J. B. G."

That was just written out on a piece of paper with a lead pencil. No. 8 was a fast passenger train, and it would appear that J. B. G. did not know and did not care where they met, or under what conditions; the freight engineer was simply to make the test. This was taken up with the superintendent with no results, and the practice, so far as I know, is still in effect of ordering men verbally and by wire, to violate the rules in order to make these tests.

I simply bring these to the attention of the Board to show you why we are so bitter against surprise tests.

Here is another one. On September 8, 1914, Santa Fe Engineer McLennon came upon a red switch-light at the Southern Pacific crossing, near the depot at Caliente, California. At

this point the train comes around a curve, and the crossing is just a few car lengths from the station where regular stop was made. The passengers, of course, are standing up or stooping over picking up bundles, or in other ways preparing to get off, and in nine cases out of ten the engineer would have to make an emergency application in order to avoid doing damage to the switch, which would mean passengers thrown about and injured. If the company had to pay damages to injured passengers because the engineer complied strictly with the test, what would happen to the engineer?

Atchison, Topeka & Santa Fe Railroad, Eastern Lines. On August 17, 1913, Engineer Foley of Train No. 111, and Engineer Hake, of Train No. 109, on arriving at Emporia, Kansas, found the switch lights on switches located near Union Street, on tracks 1 and 3, set to show red to approaching trains. Both engineers stopped their trains, and Trainmaster Stanley admitted that he was responsible for the position of the lights.

Atchison, Topeka & Santa Fe. March 7, 1913, Engineer Maurice passed Block No. 111 between Argentine and Emporia, Kansas, in the night. It was clear when he passed it, and, of course, he paid no further attention to it; but an official of the company had fixed the block so it could not go to stop position after he passed, and the engineer received a reprimand for his failure to notice this, notwithstanding the fact that even if engineers did make a practice of looking at blocks after they passed them, they are often so obscured by steam and smoke that in order to make certain the block was working properly, the train would have to be stopped.

Engineer Edwards was tested on the same date in the same manner. After he had passed the signal he looked back and saw that it had not gone to stop position. He slowed down through the block. The next block was the head—in board at Holliday, which was clear, so he headed in and reported the condition of the semaphore at Holliday. He was reprimanded for this.

Still another engineer was tested on the same date and at the same place, passed this block and then discovered a train in the same block ahead on the same track. This train had passed the same block, but the semaphore had been so regulated that it did not go to stop position. The engineer on the follow-

ing train received a reprimand for not knowing that the automatic signal was not working properly. These two trains were both passenger trains.

October 20, 1912, J. L. Slater, a Rock Island engineer, running over Union Pacific joint track near Lawrence, Kansas, ran upon a switch light burning red on the business track at Midland. This light was at the opposite end of a very heavy curve, and the engineer, pulling a train in on a schedule of $42\frac{1}{2}$ miles per hour, could not see the signal until he was within about 200 feet of it. His headlight shone on cars standing in the switch just off the main line, but seeing the red light and the cars at practically the same time, he thought surely he was running into an open switch, and he would have jumped had he had time before running past.

On the night of the 15th of March, 1914, Engineer Connolly, in charge of Rock Island Train No. 23, running upon the Union Pacific joint track, upon rounding a curve into Loring, Kansas, discovered the switch light on the east end of the business track burning red. He immediately applied the brakes, but the engine got about seven poles, that is telegraph poles, beyond the light. He went back to the switch and found the lamp had been hung on one prong of the bracket, so that only a part of the light was visible to approaching trains. He could have stopped his train much quicker if the light had been hung to show full face danger indications.

I have one here, if I can find it, that I should like to read, where an engineer was given a verbal order to leave his headlight uncovered, and the conductor was riding on the engine of the other train and fell dead from the shock. An official on the engine flipped the headlight cover just as he came to it, and the conductor died from the shock.

It is such tests as this that is making physical wrecks of the engineers. There is a law in Kansas against tampering with railroad switches, but the railroad officials do not make any pretense of observing it.

Whenever we want to find something that is right up to the minute, we nearly always try to find something by Mr. Park, one of the Board, and I want to read a little extract from something he wrote which the Union Pacific has copyrighted. This is an article of my friend, Mr. W. L. Park, written when

he was General Superintendent of the Union Pacific Railroad, This is the only copy I could get so I will have to read from it.

"The infallibility of the semaphore arm has become a solace to engineers, who now run with their chins up and their eyes on these emblems of safety, instead of tiresomely scanning the track ahead in a hopeless effort to discover some hidden danger.

"A train under the protection of automatic electric signals travels in a zone of safety. Signals are set at danger for a mile or more in advance, and remain in that position until the train has passed that distance ahead, thus creating, to all intents and purposes, an impenetrable shield which moves along at all times with the train safely within its influence."

Mr. Chairman: I have here, not to be entered as an exhibit, but simply for your information, a photograph, so that you may understand a surprise test recently made. It is not entered as an exhibit, it is simply for the information of the Board.

On November 2, 1914, Train 15, West, and Train 10, East, are due at Wood River, Nebraska, at the same time, 8:49 P. M. This is a flag stop for Colorado passengers for Train 15, but is not a stop for Train 10. The distance signal, about two-tenths of a mile east of the depot was clear. Both trains met about midway between the home signals. A south wind was blowing the smoke and dust in dense clouds across the track, and it was impossible for the engineer on No. 15 to see anything until he had passed No. 10. When the air cleared, he saw that the home signal, for which he was watching, showed clear, but he caught sight of a red light at the foot of the mast. The signal which showed clear, and which the engineer is supposed to note, is up in the air twenty or twenty-five feet on a mast, and having his attention focused upon it, the chances are greatly in favor of the small signal being overlooked, even though the engineer is attending strictly to his duty. If he gives the proper attention to the governing signal at the top of the mast, he will have no time to be watching the bottom. Under the conditions prevailing in the case of this test, it may be considered miraculous that the engineer caught sight of the red light, as it was not accompanied by a signal torpedo.

I simply introduce that to show how unfair a test can be. I believe any railroad man will agree with me that this test is unfair, and this talking about keeping the eyes upon the semaphore on a railroad where they take ballast out between the tracks and set a red light for a surprise test, does not go together good.

Mr. Burgess: Mr. Stone, I feel that I should apologize again for persisting in the former question.

Mr. Stone: That is all right, I want to bring out any point at all.

Mr. Burgess: Of course my railroad education, if I have any, was not in Western Territory; but fortunately my old superintendent, who is sitting in this room, helped to teach me in my early days that no matter who gave an order verbally in conflict with the Book of Rules, that it should be disobeyed, and I do not understand how this large Western territory ignores a rule of such vital importance, at least to my mind, whereby a trainmaster by verbal instructions, can direct an engineer to ignore the Book of Rules. Personally, an opportunity presented itself in my younger days to decline to obey an order of the general manager when given verbally, that conflicted with the Book of Rules. Therefore, you will understand why I persist in this question, in trying to get some light on it; and I might say that the general manager himself told me after the refusal that I had done perfectly right, so I could not be considered as guilty of insubordination.

Mr. Stone: In reply to that, Mr. Burgess, it is a grave question in my mind whether a verbal order of some official has the authority to set aside the rules of the road, that a man has signed the Book of Rules, that he thoroughly understands it, and yet it is done every day, and I have lying right here before me the cases of two men who refused to leave their headlights uncovered when they were in the clear, and they were both discharged from the service, and they are out of the service today.

Mr. Park: Do you object to the headlight test?

Mr. Stone: I think it is one of the unfairest tests that was ever made.

Mr. Park: You did not specify it.

Mr. Stone: We did not specify it because it has been practically done away with; but when a man sees an open headlight he thinks there is something on the main track, that is the first thing that flashes into his mind.

Mr. Park: It means if a freight train is pulling into a side track and has not entirely cleared, that the engineer approaching must stop to prevent a collision?

Mr. Stone: But when he is coming around a curve he can-

not tell whether they are into clear, or standing on the main line, or coming down the main line toward him.

Mr. Park: The headlight being still burning, and the train partially in, is a signal and a very good signal to him that he must go to the other end of the side track with sufficient speed to avoid an accident.

Mr. Stone: The first thing you think about is that some fellow has overlooked your time and is coming down the main line at you, and you go after him with all you have, and you live a lifetime in about five seconds.

Mr. Park: It is a fact that sometimes a train will drag in on the time of another train?

Mr. Stone: Yes.

Mr. Park: Would you prefer simply a red light to warn you of that, or a headlight burning?

Mr. Stone: I have a case here where a man was tested forty times in sixty-five days, and when you get things like that, I think somebody has gone insane on the idea of surprise tests.

I sent out letters to the chairmen of the Louisville & Nashville, the Coast Line and the Southern Railway, the three big companies in the South, and Mr. Bissett, Chairman of the Louisville & Nashville, says:

"I have yours of the 2nd instant, asking for information regarding the use of surprise tests on our line. Delay in reply caused by absence from the city.

"If there has ever been any trap of this kind employed on our line, I have never heard of it, and no complaint has ever been made.

"Our officials are careful to see that our men understand the rules, and appreciate the importance of complying with them, and leave it to their honesty and loyalty, not to disregard danger signals, with the result that we do not know what it is to have an accident from this cause. The men here, and they would any place, appreciate the confidence that is placed in them, and endeavor to show their appreciation by complying with instructions, thus making surprise tests worse than useless. We have no traps set for the engineers on this line whatever, so far as I know.

Yours fraternally,

(Signed) T. J. Bissett,

General Chairman, B. of L. E."

Here is Mr. Whiddon's letter.

"Macon, Georgia, January 6, 1915.

"On my return home today, I find yours of the 2nd instant, asking if we have surprise tests on the Southern Railroad, and if so, their nature.

"I am pleased to advise you that we do not have surprise tests on the Southern Railroad. Several years ago there was a few sprung on us in the nature of irregular semaphore signals and misplacing train-markers. We have never had switch lights turned, and if such a thing was done, I am sure the engineers on the Southern Railroad would seriously object, as it would be seriously hazardous to life and property.

(Yours fraternally,

(Signed) J. I. Whiddon,

General Chairman, B. of L. E."

One from Mr. Howard of the Coast line.

"Waycross Georgia, January 6th, 1915.

"Answering your valued favor of January 2nd, which has just been received, will say that it gives me pleasure to advise you that while the Atlantic Coast Line Railroad is one of the largest in the country, with an operation second to none, that the officials of this company, though they have the interest of their employes and the traveling public as much at heart as the officers of any other system, at the same time have too much confidence in their men to waste time with such dangerous frivolous practices as surprise tests, such as changing the switch targets, etc. In days gone by a few minor tests were possibly made on this system, such as removing the markers from cab cars to see if a passing train would notice it, but this practice has long been dispensed with as it is entirely unnecessary. Never in the history of the road has this company practiced, or allowed to be practiced any surprise tests, or any other kind of tests which would result in danger, either to their employes or to the traveling public.

"Fraternally yours,

(Signed) "F. D. HOWARD,

General Chairman, B. of E."

Now, Mr. Chairman, just one more thing I want to call your attention to. In that same article, "Making Travel Safe," by Mr. Park, they have a picture on the front page to show

that the engineer is so impressed with the semaphore safety that he just simply got off his engine and threw his arms around the signal post in appreciation of his fidelity. I am satisfied if I had been the engineer on train 15 coming into Wood River that night and had got that surprise test, that after I stopped I would have jumped off and thrown my arms around somebody who made the surprise test and would have tried to love him to death. I feel sure I would.

Mr. Park: Mr. Stone; that particular incident, the engineer who was objecting to the surprise test at the time, saw the signal to stop and he said, "There is another surprise test," but he stopped his engine and sent the brakeman ahead, and they found that the truss rod of a locomotive had caught in the switch and bent it, and if he had not stopped on signal, his engine and the entire train would have been wrecked.

Mr. Stone: This one here?

Mr. Park: Yes, that particular incident, he was very grateful for the surprise test.

Mr. Stone: I thought it had been brought out a number of time in cross-examination that to run through a switch was not dangerous.

Mr. Park: This was a facing point switch, with the truss rod facing in the opposite direction.

Mr. Stone: He would have gone in on the siding in perfect safety?

Mr. Park: No, the switch was split.

Mr. Stone: But he would have gone in on the siding.

Mr. Park: No, he would have gone into the ditch.

Mr. Stone: Referring to page 9 of this article we find the following language from Mr. Park:

"The engineer proceeds with confidence, for he is well aware that at any point along the line where he enters a danger zone, he will be notified by an unfailing signal, and that so long as this does not flash on him he has a straight way into the station. It may be the way will lead him across many switches and crossings, and through puzzles that seem inextricable; but the switches have been set by mechanism and not by man, and collision is impossible, for once the operator has set a combination of switches, he cannot add another to it without first breaking the whole."

Mr. Park: That is an interlocking plant.

Mr. Stone: We have been led to believe through years, and our men have been disciplined time and again because they said signals could not fail. Mr. Park evidently is imbued with the same idea, but I want to read you just a few recent failures that show that that is not correct.

"The first automatic block east of Atkinson on west Main shows clear when crossover are open.

(Signed) H. L. Reed."

"Rock Island, July 29, 1912 (?)

"Automatic block signal 250 shows clear with train in block.

(Signed) H. P. Greenough."

"Rock Island, Jan. 6, 1913.

All trains west Bureau.

Automatic signal 1720 stands clear with train in block.

(Signed) H. L. Reed."

"Rock Island, Jan. 8, 1913.

All trains starting Silvis, Illinois.

Signal 1720 stands clear with train in block.

(Signed) H. L. Reed."

"Rock Island, May 21, 1914.

All starting Bureau.

Automatic signal 157 at Vermont Street, Blue Island, shows caution with train in block. Proceed through this block under control.

(Signed) G. W. Rourke, Superintendent."

"Rock Island, May 22, 1914.

All trains starting Chicago.

Automatic signal 157, at Vermont Street, Blue Island, shows caution with train in block. Run through this under control.

(Signed) G. W. Rourke."

"Rock Island, Dec. 13, 1914.

All trains east Bureau.

Automatic signal 526 shows clear with train in block.

(Signed) A. B. R."

I simply introduce these, Mr. Chairman, not because I happen to have any particular grudge against the Rock Island, because I gave them twenty-three years of the best part of my life, and I would feel kindly toward them for that reason if for no

other, but I simply introduce them to you to show to you that the automatic signal does fail.

I think, Mr. Chairman, we have completed the direct testimony in the presentation of our case. If I might be allowed for just one moment, I might read, not in a spirit of sarcasm, but I want to show you how some people have an idea a man should be examined for his efficiency in a railroad, and this is not any idle dream of mine. This actually happened, and we took a strike vote on this road and came within six hours of a strike. The time was fixed and our men were ready to strike.

I want to read you Question No. 1. This is the start off:

"Before we begin to study the most economical methods of firing locomotives we must learn *what fire is*, and what goes on in this wonderful process of *burning*. Probably most people think they know 'what a fire is'; and yet, if questioned closely, comparatively few could tell more than that a fire burns fuel and gives off heat. But *how* it does this is a most fascinating study, and of utmost importance to enginemen."

"Question 1. What is fire?"

I want to read you the answer that he is supposed to write out on his examination blank:

"FIRE, according to a fable handed down from Antiquity, was the gift that the gods gave to Man alone of all earth's creatures, so that he might become the powerful ruler of the world. The fable relates that man was the creation of *Prometheus* (Providence), who, desiring to endow as well as create the human race, stole up to Heaven with a bundle of birch-rods, and kindling them at the sun, thence brought down fire to the earth for the use of mankind. *Jupiter*, the greatest of the fabled gods, permitted the gift to become permanent."

"Question No. 2: What did Baron Carondelet discover one hundred years ago?"

We would naturally suppose, knowing the country, that it was water, but that is not right. This is the answer:

"A hundred years ago the French Governor of Louisiana, *Baron Carondelet*, cut a canal from New Orleans to Lake Pontchartrain, at that time a hundred miles above the mouth of the Mississippi River. This work, said a writer of the time, 'brought to view an interior bed of earth formed entirely of black mud

and trunks of trees, heaped together several feet deep, which have not yet had time to rot or to be formed into coal'."

"Question No. 3. Explain how you would burn a diamond." That is of great interest to a man who has shoveled twenty-five tons of coal. Of course he has experimented in burning a number of diamonds. Here is the answer:

"The combustion of a diamond, as described by the great English scientist, *Professor John Tyndall*, is an excellent illustration of the process of the combustion of carbon (*Anthracite coal* and the solid part of the bituminous coal), and its generation of heat:

" 'Everybody now knows that this brilliant gem is composed of the same substance as common charcoal, graphite, or plumbago. A diamond is pure *carbon*, and carbon burns in *oxygen*. Here is a diamond held fast in a loop of platinum wire; heating the gem to redness in this flame, I plunge it into this jar, which contains oxygen gas.

" 'See how it brightens on entering the jar of oxygen, and now it glows like a little star, with a pure white light. How are we to figure the action here going on? Exactly as you would present to your minds the idea of meteors showering down upon the sun' "

That is what happens when you burn a diamond. After a man had shoveled about twenty-five tons of coal I don't suppose he would care in the least whether a diamond burned in oxygen gas, or where it burned.

Mr. Nagel: What road proposed this?

Mr. Stone: The Tennessee Central. That concludes the presentation of our evidence.

The Chairman: What is your pleasure, Mr. Sheean?

Mr. Sheean: I can outline the order of our proof this evening very nicely.

Mr. Stone: Mr. Sheean, I wonder if I might read one more case in the record.

Mr. Sheean: Surely.

Mr. Stone: I want to read you the copy of a record from a bulletin. This is Record Bulletin No. 362, page 2, February, 1913, San Antonio, Southern Pacific, Notice No. 12.

The record of a brakeman has been given thirty demerit marks for flagging a limited train when there was no occasion

for same, he having been called in sufficient time—listen particularly to this, not to reach his train—he having been called in sufficient time to have put his red light out in case he could not have gotten in before the limited arrived, and prevented it from stopping. In the future, such carelessness on the part of brakemen will be dealt with more severely.

That means that this brakeman was censured because he flagged the limited. He was back to flag a freight train of some fifty or sixty cars that stopped on the main line. The engineer had whistled the flag up later on, and he was called in, but before he arrived at his train the limited came. Had he put his red light out so as to let the limited go by, and it would have again been necessary to signal, he would not have had any red light to signal with; and I believe any practical railroad man will agree that he was sent back to flag everything before he got back onto the train.

OPENING STATEMENT BY JAMES S. SHEEAN, ESQ.,
Counsel, on Behalf of the Railways:

In outlining as briefly as I can, the testimony which will be introduced on behalf of the railroads, it will be my effort to refrain entirely from argument, but I want to say to the Board that in an effort to give fairly some idea of the scope and purpose of some of the exhibits which we shall introduce, it will possibly be necessary in stating such scope, to approach almost the line of argument. But, in so far as it is possible, my effort will be to refrain entirely from any argument at this time.

At the outset, I think it should be made clear that the Conference Committee of Managers recognize fully that the engineers and firemen perform important and responsible duties. They recognize and appreciate that every man connected with the operation and movement of trains has duties and responsibilities peculiar to and inherent to the very nature of the business itself.

They heartily concur in the view that men selected for these positions should measure up to the responsibilities which their duties impose upon them; and that their scale of wages should be commensurate with and give due recognition to the importance of those duties and responsibilities. They not only concede the fact, but are proud as the men have a right to be

that it is a fact, that the man at the throttle, and the man beside him, who some day will be at the throttle, has measured up to the responsibilities of the position that he fills. And, so far as this Committee is concerned, they have approached a consideration of the questions involved, and they think this Board should approach a consideration of the questions that are involved, in the belief that the rates and rules should provide full, fair and adequate compensation for responsible duties well performed.

And so far as the exhibits are concerned that were introduced here today, we are in accord—this Committee is in entire accord with the statements made in the exhibits filed, one of which I shall refer to briefly, namely, the statement of Dr. Edward S. Mead, Professor of Economics, University of Pennsylvania, appearing at page 8 of Exhibit 53:

“I believe that organized labor in the railway industry represents the highest level of efficiency which organized labor has anywhere obtained. The railroad employe fully deserves his title of the ‘aristocrat of the labor world.’ His is not merely an aristocracy of high wages, but an aristocracy of competence, discipline, fidelity to duty and good citizenship.”

And in this connection, I deem it a great personal privilege to have obtained my viewpoint from association with a Committee made up of members who have come up through the ranks of railroading, who have served in the various departments of train operation, as brakeman, as conductor, as telegraph operator, as station agent, as train dispatcher, and as engineer; and I know that I reflect only the views of that committee when I say that they approached the consideration of the questions here presented in a good-faith effort to ascertain whether, by comparison with wages in other crafts, by comparison with others having like responsibilities and duties in railroad service, or by comparison with the wages of the engineers and firemen, their brethren in the East and South, there was legitimate cause for complaint upon the part of the Western engineers and firemen.

And approached in this frame of mind, and in this good-faith effort, and in the belief that engineers and firemen should be fairly and adequately compensated for every mile they run, and for every hour they work; and in the further belief that such fair compensation should measure up to the compensation of other railroad employes, and to the pay of engineers and fire-

men in other territories, the conclusion was reached that either by comparison with employes in other trades, by comparison with their brethren of other districts, there was no good ground for complaint upon the part of the Western engineers and firemen.

Now, in making that broad general statement, I appreciate that the question may be asked as to why it should be that certain rules found in a majority of schedules, may not be made of universal territorial application; and I would like—and I did not want to make any argument, but I do want to make clear the point that has been suggested here this afternoon, to call attention to the situation that Mr. Carter brought out, that in 1910, by a concerted movement upon all these roads in the Western territory, the pay of firemen was fixed upon a cylinder basis; cylinder dimensions above a certain size took a certain rate of pay. Now, in this movement, the proposition is made here that: "We will put it upon a weight on drivers basis, but we will retain in all these schedules here all these high rates that come from the cylinder basis," which would not obtain if they were upon a weight on drivers basis.

Consistently, the next movement would be to place it upon a tractive effort basis, taking it wherever a tractive effort basis would give more than either of the other two, but retaining all of the high spots given by another basis or method of compensation. And, conceivably, it may be and often is the case, that in determining what is produced in pay per mile, per hour, or per day, upon any road, an examination, not merely of the rates, but of all the rules under which that rate is applied, brings out the fact that a road with a nominally small rate at the end of the day, at the end of the hour, at the end of the week, or on any other measure of compensation, produces more money than is produced upon the apparently higher rate.

I did not want to make the argument but I did want simply to make the suggestion here and now, that when standardization is proposed, the party purportedly offering standardization must enable standardization to be made, not upon a basis of retaining the high points given by some other method of computation entirely inconsistent with the one now in vogue, but in order to standardize, must be willing to proceed along the line of wiping out

the high points incident with that standardization, as well as the lower points that are incident thereto.

But it is approaching argument to assume, even to state the point of the interwoven relationship of rates and rules, and that, as I say, I do not propose to do if I can possibly avoid it.

Now, I shall proceed to enumerate as briefly as I can the way in which we will attempt to present our proof.

First, we will offer an analysis of the railroad schedules of the United States, in which have been assembled for ready reference the various provisions which relate to or bear upon the different articles in the requests submitted. This exhibit is not intended to prove anything more than the schedules themselves would prove. But, by thus assembling under the different articles of the proposals which are before the Board, the Board will be able to see at a glance on just what roads, in just what territory, and on what percentage of the mileage of that territory there are rules which bear relationship to these different requests; and our deduction therefrom will be that the Board will be able to see at a glance how very extreme and how very radical are the suggested departures when measured by the practices and the rates which now obtain upon the different roads in the different territories involved.

Secondly, we shall present statements showing what these demands mean in money to the roads involved. These statements are arrived at by applying the employes' proposals to the actual operation during the month in which they were presented; that is, by taking these proposals, and, under uniform instructions to all of the roads, determining what would have been paid to the employes during the month in which the demands were presented, if, in lieu of existing schedules, the proposed articles had been in force. These results are shown for all lines, article by article, and each class of service.

This exhibit shows that during the month for which it is presented, the railroads involved paid their engineers and firemen under existing schedules for that one month, over \$7,200,000 in wages; and that if the proposals had been in effect during that month, and the time cards of the men had been carried out on the basis of these proposals, the railroads would have been required to pay to their engineers and firemen for that single month, over \$11,000,000, or an increase of about \$3,700,000 in

money in that one month, or approximately an increase of 51 per cent in the wage payroll of the engineers and firemen.

The total payroll of the railroads involved, for engineers and firemen, for the fiscal year ending June 30, 1913, amounted to over \$75,000,000, so that if the same rate of increase applied through the year's operations as in the month of October, the proposals would mean an added burden to the companies involved of nearly \$40,000,000.

Next, we shall present statements of revenues, expenses and incomes during the fiscal years of 1910, 1913 and 1914, going back to the time when there was the last adjustment, and when, as we consider, this sliding scale, with the extra weight on drivers or extra size of cylinders, automatically gave a higher rate to the engineers and firemen when it was installed upon the roads. We go back to that period of time in order to ascertain what has been the actual operation upon the productive efficiency or revenue theory during this period of time, and these show a constantly declining net revenue, and a constant increase in taxes. Although over 8,000 more miles were operated in western territory in 1914 than in 1910, nevertheless, the net income from operations in 1914 was \$15,000,000 less than in 1910; while in 1914, the net operating revenue from operations was nearly \$40,000,000 less than in 1913.

In 1914 there was declared \$22,000,000 less in dividends on the roads involved than in the year 1910, and in 1913, there was \$14,000,000 less than in 1910.

In 1914 there was carried to the surplus of the roads involved \$24,000,000 less than in 1910, and in 1913 there was \$12,000,000 less carried to surplus than in 1910.

In the first five months of the current fiscal year, there has been a drop of \$29,000,000 in gross revenues on the roads involved.

Our next exhibit will show that notwithstanding this situation as to income, the roads involved, during the three years ending June 30, 1913, have spent over \$660,000,000 in extensions, additions and improvements to property, and out of the sum thus expended, over \$220,000,000, or practically one-third, was expended for the purpose of increasing efficiency and safety and to expedite train movements.

Our next exhibit will summarize various legislative enact-

ments and orders of railway commissions which affect railway operations, all necessitating expenditures of large sums of money, and will also show proposed legislation in many Western states, which, if enacted into law, will limit economic and efficient operation and render impossible economies which should be legitimately brought about as the result of the elimination of grades and curves, the improvement of roadbed and the purchase of larger and better power.

In that connection I think it is proper that the Board should be advised that in the wage movement seeking to have wages based upon the proposition of 100 per cent efficiency and tractive effort, that at the same time that a wage scale proposed upon that basis is suggested or urged, it is also proposed and urged in legislative circles that there shall be a legislative limit placed upon the length and size of the trains hauled, no matter how level your road or how high your power.

Our next exhibit was prepared to ascertain whether there was justification for the claim made by the employees that large power and increased tonnage rating have retarded the movement of traffic, and thereby kept the men longer on the road than in previous years. The Committee caused comparison to be made in all classes of service between the operations in the month of October, 1910, and the month of October, 1913; and this exhibit shows that through the elimination of grades and curves, the improvement of roadbed, as well as motive power, the employees have been able, with the larger power, and therefore with higher rates of pay, to haul heavier trains at the same speed as in previous years. In October, 1910, about 76 per cent of the mileage was made on a speed greater than 10 miles per hour, and in 1913, this had increased to over 77 per cent. In October, 1910, the average length of time on the road in through freight service was 9.41 hours on runs averaging 113.2 miles in length, while in 1913 the average length of runs was 112.6 miles, and average time in making the run in through freight service was 9.31.

Confirmatory of the exhibit introduced by the men that the instances of employees being on the road longer than 16 hours are of rare and exceptional occurrence (averaging once in every eighteen months per employee), an exhibit has been prepared that shows, for the year ending December 31, 1913, only .59 of

one per cent. of the trains run exceeded the 16-hour limit, and only .6 of one per cent. of the total trains run were tied up on account of the 16-hour law. To be considered in connection with the unusual and exceptional cases of long hours on the road, an exhibit has been prepared to show the payments under present schedules to engineers and firemen for which no actual service, either in miles or hours, was rendered by the men. And by this exhibit it is shown that for the fiscal year ended June 30, 1913, these payments, on the roads represented, aggregated over \$1,000,000.

An exhibit will also be introduced which shows a comparison between Eastern, Southern and Western districts of the elements deemed by Mr. Lauck important in determining what he terms the productive efficiency of engineers and firemen; and from this comparison it is shown that the average freight-train load and the average tractive power, in both Eastern and Southern districts are higher than in the Western district. This, notwithstanding the fact shown by comparison of schedules, that rates of pay and compensatory rules are generally higher in Western district than in any other part of the United States.

An exhibit will also be introduced showing that with the installation of heavier power there has been a constant improvement in the matter of labor-saving devices, such as automatic stokers, automatic doors, coal pushers, sloping tanks, power grate shakers and automatic ash pans operated by compressed air, which relieve firemen of the danger of going beneath the locomotive. Under settlements made in 1910, which cover specifically the heavier classes of power, it will be shown, as we believe, the added compensation to the men, which applied when and as heavier power came into use on the different lines, was more than commensurate with the added work placed on the engineers and firemen.

Careful investigation was made as to the increased cost of living in the Western district since the last adjustment. This will be introduced in the form of an exhibit which compares the increased cost of living with the increased compensation which has inured to engineers and firemen because of the higher rates under which they have operated since the last concerted movement; and this comparison shows that prices in the West have not advanced so fast as have the wages of engineers and firemen

under the adjustments of 1910, which provide, as above indicated, for higher rates of pay when and as heavier power is installed.

In this same connection, comparison will be made of the wages of engineers and firemen with employees in other crafts, and with the wages of other railroad employees.

We shall also lay before the Board the actual payroll figures as to what the men can and do earn in each class of service, so as to give the Board, as best we can, not simply statements of hypothetical men, but actual earnings of actual men—of all the men for the entire month in which the claims were presented, as well as actual payroll figures for the entire fiscal year of about 5,000 typical men covering each class of service on every seniority district in the territory. This we do in order that the Board may have before it not merely what his present employment means to the railroad company in terms of cost, but what his present employment means to the individual engineer or fireman in terms of compensation; because, throughout these negotiations the Committee for whom I am now speaking have at no time lost sight of the fact that the real question under existing schedules and under all wage schedules is what does the pay-car bring to the individual man. And these payroll figures show that in the month in which the demands were presented, engineers in regular passenger service earned from an average of \$185 to a maximum of \$341.60 per month; and in freight service, from an average of \$170 to a maximum of \$358.70 per month; that firemen in regular passenger service earned from an average of \$115.54 to a maximum of \$209.89 per month; and in freight service from an average of \$110 to a maximum of \$221.05 per month; that other firemen in combination freight and passenger service earned even higher than this.

Of about 5,000 men, whose wages for the entire year to June 30, 1914, will be shown, there is a maximum of \$3,725.20 for passenger engineers, \$3,342.30 for freight engineers, \$1,752.20 for passenger firemen, and \$1,890.32 for freight firemen.

As against this maximum, the Governors of seven states receive \$3,000, or less, per year, while those of seven other states receive \$4,000, or only slightly above the engineer's maximum earnings.

As against the maximum earnings of the firemen, Sunday's newspapers state that at the final session of the Association of American Colleges, held in the Hotel Sherman, on Saturday evening last, it was stated:

"For \$1,500 a year a college can get a fairly good professor—not a well of wisdom, it is true—but a fairly good man."

I say that it seems to me that the showing of the pay-roll is the important thing as to whether or not the money produced measures up to the admitted responsibility of the men.

But, irrespective of the entire question of added cost, it is the intention that the Chairman of the Conference Committee of Managers shall take up, on the witness stand, article by article, the requests submitted, and explain from an operating standpoint the practical effect of splitting the working day into numerous arbitrary divisions and for purposes of compensation segregating each of these items so as to produce arbitrary and punitive payments on every run; to show the inequity of imposing punitive payments in matters which cannot always be controlled in transportation service, and of attempting to impose inflexible rules of universal application to conditions which must of necessity vary widely in a territory so vast as the one involved, in which, by the way, there are over 50,000 men working as locomotive engineers and firemen, and 64,000 on the seniority lists, who would be directly or indirectly affected in the over 148,000 miles of railroad, main line.

But I realize that it is impossible to make any statement with reference to any of the articles of the proposal without subjecting myself properly to criticism for having made an argument with reference thereto; and I must per force simply leave this part of our proof with the statement that it is the intention that the Chairman of the Committee take up, article by article, the requests now before the Board, and present, as the Committee sees them, the objections, from a practical operating standpoint, against the granting of the articles requested.

And in conclusion let me reiterate what I stated at the outset, that this Committee believes that both engineers and firemen should be compensated for every minute they work. The Committee believes that when men are paid upon an hourly basis their time should begin when they report for duty and should end when they are finally released from all duty; but the Committee like-

wise believes that there is no justification in theory or in practice for the arbitrary splitting of the day's work into divisions which pyramid and cumulate payments for a single service continuously performed.

Nor should the Board be under the impression that assent is given to the suggestion that there is any element of piece work payment in the wage schedules of engineers and firemen. The unit of output of regularly assigned men in road service is the run or trips covered by their assignments. These units of output the engineers and firemen (unlike the piece worker), do not regulate or control, either as to number or as to time of production. These units of production—the run or trips covered by the assignment, are all that bear resemblance to the “piece” of the piece worker. And for this unit, conveniently measured for purposes of compensation by its mileage, payment is made at an agreed mileage rate. But more fortunate than the piece worker, whenever this unit is not produced within the limits of a working day, the engineer and fireman have an added guarantee both of a minimum daily wage and of a minimum hourly rate for every hour he is on duty, whether productive or non-productive for his employer.

I make this statement in conclusion, in order that there may be no possible misconception of the attitude of the Committee, viz., that the so-called piece work is not part, but all of a single continuous service; that all the work, whether preparatory or incident to or part and parcel of the run or trips, enters into and forms part of the only unit which bears any resemblance to the units of the piece worker; and that when, and only when, the mileage basis of pay does not exceed the guaranteed hourly rate, then the men should be paid at such hourly rate, for every minute between the time they report for duty until they are finally released.

The Chairman: We will take an adjournment until ten o'clock tomorrow morning.

(Whereupon, at 5 o'clock P. M., on January 18, 1915, an adjournment was taken to Tuesday, January 19, 1915, at 10 o'clock A. M.)

IN THE MATTER OF THE
 ARBITRATION
between the
 WESTERN RAILWAYS
and
 BROTHERHOOD OF LOCOMOTIVE
 ENGINEERS
and
 BROTHERHOOD OF LOCOMOTIVE FIRE-
 MEN AND ENGINEMEN
under the Act approved July 15, 1913, by agree-
ment dated August 3, 1914.

Chicago, Illinois, January 19, 1915.

Met pursuant to adjournment at 10:00 o'clock A. M.

Present: Arbitrators and parties as before.

Mr. Sheean: I suggested to Mr. Milstead that possibly three of these instead of six might be used.

The Chairman: That will be all we need.

Mr. Sheean: Of course we will file the complete number.

The Chairman: Are you ready to proceed, Mr. Sheean?

Mr. Sheean: The first witness we will call is called for the purpose only of explaining the method and manner in which the analyses of the schedules have been made. It is not the intent or purpose that he should express opinions, but simply explain the manner in which have been assembled under the different articles of the proposal, the various schedule provisions territorially.

DAN H. BREMERMAN was called as a witness and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Sheean: State your name, please.

Mr. Bremerman: Dan H. Bremerman.

Mr. Sheean: And you are employed in the office of the operating Vice-President of the Burlington Railroad?

Mr. Bremerman: Yes.

The Chairman: Will you kindly speak louder? We cannot hear you.

Mr. Bremerman: Yes, sir.

Mr. Sheean: Mr. Bremerman, you have caused to be assembled this Exhibit No. 1.

Mr. Bremerman: Yes, sir.

Mr. Sheean: Which we now offer.

(The document so offered and identified was received in evidence and thereupon marked "Railroads' Exhibit No. 1, January 19, 1915.")

Mr. Sheean: I think perhaps before proceeding, that I would better read into the record, so that it may be fully understood, the introductory statement, or part of it.

"The statements herein are generally of schedule rates or rules only, classified so far as practicable along the lines of the proposals to be arbitrated, under the various subjects, to be as concise and as readily comparable as possible between roads in a territory or territories. Exceptions, as will be noted, have been made from the method of showing only schedule provisions in those statements of subjects on which the schedule provisions are not in sufficient detail, or are not comprehensive, or subject to varying interpretations of language, or, as in the statements of rates, where explanation of the schedule rates is necessary properly to show their relation to the proposals. The basis of information comprising such exceptions is data furnished by the railroads and in that respect is official. Statements of schedule rates and rules are taken from current agreements of the railroads.

"Information shown for the Eastern and Southeastern territories is from data furnished by the Bureau of Information of the Eastern Railways, New York, which was compiled from the compilations or information supplied by the roads shown in those territories.

"In compilations such as this, which undertake to analyze and classify varying conditions and requirements on as many roads and covering as large a territory as herein treated, difficulties are encountered. When it is considered that differences of opinion are constantly arising as to the interpretation and application of the rates and rules on the various roads and practices are from time to time established which are not conveyed

by the rules or may limit or extend their application, no assurance can be given that an independent analysis of the various schedules, such as herein, will be entirely free from the same disabilities. These statements are offered as having been prepared and subjected to careful check and revision under the direction of the Conference Committee of Managers, by men experienced in the handling of schedule matters. Reference was made to individual roads in instances where schedule language was not entirely clear, but sufficient time was not available to permit submission of the entire exhibit to all of the various roads for check and confirmation prior to presentation to the Board of Arbitration.

“The purpose of these statements is to supplement the exhibits of the schedules themselves and to furnish to the Board of Arbitration an analysis of portions of them which will enable the Board more easily to relate them to the proposals to be arbitrated.

“In prefacing these explanations the Conference Committee of Managers maintain the reliability and correctness of the statements herein for the uses for which they are furnished, but outline the manner of their preparation in order that their basis and construction may not be misunderstood.”

We now ask leave to file the various schedules to which reference is made in the exhibit itself, in the same way that certain other matters have been filed, not as an exhibit, but so as to be accessible for ready check and reference.

Mr. Bremerman, turning to page 2 of your exhibit, will you explain, if you please, the basis of the compilation made on page 2 and the purpose of the information there shown?

Mr. Bremerman: Pages 2, 3 and 4 show the average miles operated in 1914, and the relative percentages. Elsewhere in the book we have used the mileage percentages, to weight the various methods of payment, and these pages are put in in advance to explain the basis of that weighting.

Mr. Sheean: Of course, Mr. Bremerman, in thus showing the mileage operated, that will not necessarily reflect the percentage of men affected by the different rules?

Mr. Bremerman: No.

Mr. Sheean: And on terminal companies of short mileage

you have carried out simply the mileage of the roads and the proportion of the total mileage which those roads show?

Mr. Bremerman: Yes, relatively small in terminal companies.

Mr. Sheean: Although those terminal companies might have proportionately a larger number of men, based on the per mileage, than roads having longer miles?

Mr. Bremerman: Perhaps, yes, sir.

Mr. Sheean: If, gentlemen, as we go along, as to any of these you would care to ask questions, I should be very glad to have you, as we proceed.

Mr. Stone: We will wait until you get through.

Mr. Sheean: Yes. Either way.

And the mileage thus shown, Mr. Bremerman, is taken from what source?

Mr. Bremerman: Taken from the reports to the Interstate Commerce Commission, the average operated mileage. It shows also the roads that are considered in the book, of course.

Mr. Sheean: Turning to page 5 of the exhibit, Mr. Bremerman, will you explain first the summary and also the detail and the method of compilation and assembling that information?

Mr. Bremerman: The book generally, as would be shown by the index, follows the proposals as made. That is they are taken practically seriatim, and the arrangement of the book first is to show a summary under one phase or feature of the proposals. Following that, the detail for the engineers and firemen in the Western territory, as shown on pages 6 and 7, for instance.

Following that, the Eastern territory, and following that the Southeastern.

The summaries were made to present in as concise a form as possible the results of the details, to separate the details and permit a glance at the three territories, without reference to individual roads.

On page 5 the summary reports the proposal for basis of a day's work in passenger service, as 100 miles or less, five hours or less, etc., under present schedule rules as shown in the three territories.

Do you care to go into the details of what is shown, Mr. Sheean?

Mr. Sheean: Just after explaining a little more in detail the more detailed information that is shown by the subsequent pages of this part of the exhibit.

Following your page 5 which shows the summary, if you will explain the method or manner by which you can ascertain or arrive at the roads which have the particular rules shown on the first page or on page 5 of the exhibit.

Mr. Bremerman: Well, page 6, if you will turn to that, shows the details as regards engineers in passenger service, that is the basis of the day's work, in columns numbered 1 to 11, divided as between the regular service and irregular service.

The column headings show "10 hours or less, 100 miles or less"; and "9 hours or less, 100 miles or less," and so forth; and show thereunder the article numbers of the schedule which corresponds with the column heading.

The column "Name of Road," is what we call a standard stub; that is, the roads appear in the same order on every sheet; and, the frames are merely to guide the eye. For no other purpose.

The mileage percentages are shown at the bottom of the columns with notes that qualify where they are found in the schedule.

Mr. Burgess: Mr. Sheean, pardon me just a moment, but won't you have the witness explain what this column means so we can follow you, under the heading "Per cent to Total Mileage."

Mr. Sheean: Yes, Mr. Bremerman, if you will, just explain a little more fully the question that Mr. Burgess just asked.

Mr. Bremerman: I understand, Mr. Burgess, you would like to know, for instance, where in the first column the 46.336 is from?

Mr. Burgess: Yes.

Mr. Bremerman: You will find that at the bottom of column 1 on page 6.

Mr. Byram: You had better explain what that is.

Mr. Burgess: Yes, what does it mean?

Mr. Bremerman: That is the per cent of total mileage; that is the mileage of the roads shown in that column, equals 46.3 per cent of the total mileage treated herein.

Mr. Sheean: That is, the total mileage of the Western territory as shown on page 2 of the Exhibit?

Mr. Bremerman: Yes.

Mr. Sheean: If you will turn back again to page 2, Mr. Burgess, as I understand it, Mr. Bremerman, on the roads in Western territory represented in this movement, you show a total mileage of 139,411.13 miles.

Mr. Bremerman: Yes, sir.

Mr. Sheean: That number of miles, therefore, is 100 per cent of all the mileage represented in this movement.

Mr. Burgess: Now then, are we to understand, turning to page 5 again, where it reads, "10 hours or less, 100 miles or less," that that indicates this is 46.336 per cent miles that do pay the 10 hours or less, 100 miles or less?

Mr. Sheean: In passenger service, yes.

Mr. Burgess: I see.

Mr. Bremerman: That is 43 per cent of the 139,000.

Mr. Burgess: Sir?

Mr. Bremerman: That is 43 per cent of the 139,000 miles.

Mr. Burgess: Yes.

Mr. Sheean: 46 per cent of Western territory mileage.

Mr. Bremerman: 46 per cent, I should say, yes.

Mr. Burgess: It is clear now.

Mr. Sheean: Now, just amplifying that a little, Mr. Bremerman, at page 3 you show the mileage of railroads in Eastern territory, with which comparison is made.

Mr. Bremerman: Yes, sir; of 46,682 miles.

Mr. Sheean: So that in that territory the 46,682 miles is treated as 100 per cent of Eastern territory?

Mr. Bremerman: Yes, taking territory by territory.

Mr. Sheean: In other words, at page 3 it is not necessarily all of the miles of Eastern territory, but it is all the miles of the railroads in Eastern territory shown on page 3, which is the greater part of all the miles in Eastern territory, namely, 46,682 miles?

Mr. Bremerman: Yes, sir.

Mr. Sheean: At page 4 the Southeastern Railroads, with which comparison is made, are enumerated and aggregate a total mileage of 32,677 miles, and that 32,667 miles for the pur-

pose of this exhibit is treated as 100 per cent of the mileage of Southeastern territory?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Turning to page 5, Mr. Bremerman, and the first item shown in the upper left-hand corner of page 5, regular passenger service, 10 hours or less, 100 miles or less, 46.336 per cent of the total mileage, the detail of that, as I understand it, is shown in the first column on page 6.

Mr. Bremerman: Yes, sir, that is correct.

Mr. Sheean: From which you can ascertain the roads in Western territory which have that schedule provision?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And on page 6 in the first column reference is given to the article of the schedule of the railroad which thus defines the miles and hours of the day in passenger service. Is that correct?

Mr. Bremerman: That is correct, yes, sir.

The Chairman: In other words, that refers to the roads, and all articles and sections are enumerated in that column?

Mr. Sheean: Precisely. So, carrying it across the page you will find that each of the roads under some one of these divisions makes provision for the day in passenger service, the basis of the day being shown in the various columns numbered from 1 to 11.

On page 6, Mr. Bremerman, will you just explain, if you please, the various divisions which you find in Western territory for the basis of the day in passenger service?

The Chairman: Page what?

Mr. Sheean: Page 6.

Mr. Bremerman: As to engineers, they are shown in columns 1 to 6, enumerated as follows:

10 hours or less, 100 miles or less; 9 hours or less—

Mr. Sheean: Just a moment, Mr. Bremerman; of that, what percentage of the miles in Western territory has that provision made the so-called 10-hour day in passenger service?

Mr. Bremerman: 46, giving it in round numbers, 46 per cent of the Western mileage is treated as 10 hours or less, 100 miles or less as the basis of a day's work of an engineer in passenger service.

3 per cent, 9 hours or less, 100 miles or less.

7 per cent, 8 hours or less, 100 miles or less.

131½ per cent, 5 hours or less, 100 miles or less.

23.8 per cent, 100 miles or less.

.05 per cent, 10 hours or less.

Mr. Sheean: That .05 per cent is limited to one railroad?

Mr. Bremerman: The Baltimore & Ohio Chicago Terminal.

Mr. Sheean: What differences in Western territory do you find as to the basis of the day's work in irregular passenger service?

Mr. Bremerman: Columns 7 to 11 cover irregular passenger service only where the schedules specifically mention irregular passenger service, and that accounts for the mileage shown at the bottom of columns 7 to 11, inclusive, being so far from 100. That is—do you wish me to enumerate them, Mr. Sheean?

Mr. Sheean: Yes, as to the total of this one.

Mr. Bremerman: 3.7 per cent pay on 10 hours or less, 100 miles or less.

1.7 per cent, 8 hours or less, 100 miles or less.

4.6 per cent, 8 hours or less, 160 miles or less.

2.8 per cent, 5 hours or less, 100 miles or less.

15.8 per cent, 100 miles or less.

Mr. Byram: May I ask where the regular service and the irregular service differ; or, rather, where it is not given, the irregular service and regular service are the same, is that right?

Mr. Bremerman: Not necessarily. If it is not mentioned in the schedule, it does not appear here, Mr. Byram. There is no provision in the schedule.

Mr. Byram: Where there is no provision for a different basis for irregular service, is it fair to assume that the regular service and irregular service are paid on the same basis on that road?

Mr. Bremerman: I would not want to say that, no, sir.

Mr. Sheean: Here you have set out all the cases in which there is a differentiation shown in the schedules themselves between regular and irregular?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Turning back to page 5, Mr. Bremerman, is there summarized, on page 5, all of the information which is given in detail for the different roads in the pages following 5?

Mr. Bremerman: Yes.

Mr. Sheean: In the same manner that you have already explained as to the engineers in Western territory?

Mr. Bremerman: Yes. May I make an explanation?

Mr. Burgess: May I ask just one question so I can follow you? The differences set out in the rules than are all compiled in this exhibit on a percentage basis, is that right?

Mr. Bremerman: Yes, mileage percentage.

Mr. Burgess: Mileage percentage basis?

Mr. Bremerman: Yes, sir.

The Chairman: Now, you may make the explanation that you said you wanted to.

Mr. Bremerman: Referring to page 5, in the upper left hand corner you will find percentages there that are not shown in the footings, for instance, on page 6. That is due to footnotes and other qualifying memoranda that you will find on the detailed sheets. We have endeavored to check out to 100 in each case, just for the purpose of accuracy.

Mr. Shea: I notice you have divided regular passenger service with irregular passenger service. Is there a considerable amount of passenger service on the Western roads that is irregular passenger service?

Mr. Bremerman: I could not say, Mr. Shea, except as would be shown in the schedule provisions.

Mr. Shea: I know the schedules would show, but would you be able to show the actual per cent, or approximately, of passenger service that is irregular service?

Mr. Bremerman: It could be shown, but I have no data as to that.

Mr. Sheean: Turn back to page 5, Mr. Bremerman. You have given from page 6 the detail of the information which is shown in the upper left hand column as to engineers?

Mr. Bremerman: Yes.

Mr. Sheean: Where, as to firemen, is the detail given which is shown on the lower part of the left hand column on page 5?

Mr. Bremerman: On page 7. Page 7 follows practically the same column arrangement as page 6, and the same explanation as to page 6 would apply to page 7.

Mr. Sheean: So that also on page 7, by reference to the roads shown at the left of page 7, you can in each case ascertain

on what roads obtain the schedule provisions shown under the various columns shown across the page?

Mr. Bremerman: Yes.

Mr. Sheean: And the like explanation obtains as to engineers and firemen in Western territory generally, in other exhibits when you come to them later on?

Mr. Bremerman: The general arrangement is the same.

Mr. Sheean: As to firemen in Western territory, as shown on page 5, on the percentage of total mileage, what do you find as to the present basis of the day's work in passenger service?

Mr. Bremerman: In regular passenger service, 58 per cent on the basis of 10 hours or less, 100 miles or less.

3 per cent, 9 hours or less, 100 miles or less.

7 per cent, 8 hours or less, 100 miles or less.

11 per cent, 5 hours or less, 100 miles or less.

13 per cent, 100 miles or less.

.05 per cent, 10 hours or less, and varying bases thereafter aggregating perhaps 5 per cent of the total.

Mr. Sheean: Under irregular passenger service, what specific provisions in Western schedules do you find?

Mr. Bremerman: 10 per cent of the total mileage, 10 hours or less, 100 miles or less.

1.7 per cent, 8 hours or less, 100 miles or less.

About 7 per cent, 5 hours or less, 100 miles or less.

9.3 per cent, 100 miles or less.

And, about 70 per cent, no provision in schedule for irregular passenger service.

Mr. Sheean: Now, as to the comparison of Eastern territory, which is shown in the middle column on page 5, where is the detail of that information shown?

Mr. Bremerman: On page 8, for the entire middle column of page 5.

Mr. Sheean: And the information shown in detail on page 8 was obtained from what source?

Mr. Bremerman: The Bureau of Information of the Eastern Railways.

Mr. Sheean: On page 8, there are enumerated the various railroads which have the various schedules in their provisions shown under these columns?

Mr. Bremerman: Yes. There is an explanation there, Mr.

Sheean, in column 1, which shows "Runs of over 80 miles in one direction, 100 miles or less, 5 hours or less," and so forth, as the basis of a day. The 5 hours or less is the computation of the speed basis. This column heading is otherwise, practically the language of the Eastern Award to Engineers, but the Award does not say "5 hours or less." This is the speed basis computation establishing the length of the day.

Mr. Sheean: But in the Award itself, there is no 5 hours or less provision?

Mr. Bremerman: In the Engineers' Award?

Mr. Sheean: In the Engineers' Award.

Mr. Bremerman: No.

Mr. Sheean: Now, the detail as to the firemen in Eastern territory is shown at page 9?

Mr. Bremerman: No, page 8.

Mr. Sheean: Firemen? Oh, yes, page 8, below the showing as to the engineers.

Mr. Bremerman: Yes, sir.

Mr. Sheean: The detail as to local passenger service—

Mr. Bremerman: Is shown on page 9.

Mr. Sheean: Both as to engineers and firemen?

Mr. Bremerman: Engineers and firemen in the East.

Mr. Sheean: Will you, if you please, Mr. Bremerman, give the various bases of the day's work in the Eastern territory, as you have divided it at page 8?

Mr. Bremerman: Some 78 per cent in through passenger service runs of over 80 miles in one direction, 100 miles or less, 5 hours or less. Overtime computed 20 miles per hour, continuous time, minute basis. If relieved at turning point, minimum of one day allowed for trip in each direction. This combines the day's work and overtime on this page; I have read both of them there.

Mr. Sheean: Now, the second column, Mr. Bremerman?

Mr. Bremerman: Approximately 17 per cent pay on the basis of 100 miles or less.

2.6 per cent pay on the basis of 100 miles or less, additional.

No, through passenger service, about $11\frac{1}{2}$ per cent.

Mr. Sheean: Are the same bases used in your showing as to firemen in Eastern territory?

Mr. Bremerman: Practically, with some few exceptions, of course. Do you want those read?

Mr. Sheean: Yes, if you will give those as to firemen.

Mr. Bremerman: As to firemen in through passenger service, as shown on page 8, runs of over 80 miles in one direction, 100 miles or less, 5 hours or less. Total of 85 per cent.

100 miles or less, as shown in columns 2 and 3, about 12 per cent. A little over one per cent on the passenger service. Approximately one per cent. 100 miles or less, 5 hours or less, in addition to those shown in column 1.

Mr. Sheean: Now, what differences are shown as to local passenger service in Eastern territory?

Mr. Bremerman: Page 9, engineers' column 1. Runs of 80 miles or less in one direction, 100 miles or less, basis of a day.

Column 2. 100 miles or less, practically .1 of one per cent.

Column 3. 100 miles or less, practically 10 per cent.

In fact, all of them are 100 miles or less.

Mr. Sheean: But different bases for the computation of overtime?

Mr. Bremerman: Of overtime, yes, sir. That accounts for their separation there.

Mr. Sheean: And the detail of the separation as to firemen is also shown on the bottom or the lower half of page 9 in Eastern territory?

Mr. Bremerman: Yes.

Mr. Sheean: Now, as to Southeastern territory, in what manner was that information assembled?

Mr. Bremerman: It was taken from the schedules, as I understand, furnished by the Bureau of Railway Information, but was not put in exactly the same form, so that it would be difficult to call it off as you ask here, without referring back to the summary on page 5.

Mr. Sheean: Well, the detailed information as shown on page 10 was obtained by you from whom?

Mr. Bremerman: The Bureau of Information of the Eastern Railways.

Mr. Sheean: With headquarters where?

Mr. Bremerman: At New York.

Mr. Sheean: Well, then, referring back to the summary

as shown on page 5, just what provisions do you find in the Southeastern territory as to the basis of a day's work in passenger service?

Mr. Bremerman: For engineers 48 per cent of the total Southeastern mileage are paid \$5 a day as a minimum, and when mileage at mileage rates exceeds, paid on mileage basis. With some exceptions as are noted in the smaller table. Twenty-seven per cent are paid a minimum of \$5.15 per day. And smaller percentages on various bases following that.

Mr. Sheean: Now, as to the firemen, what are the differences in Southeastern territory?

Mr. Bremerman: 15 per cent, a minimum of \$2.75, and when mileage exceeds, paid on mileage basis.

3 per cent, a minimum of \$3.

About 2 per cent, minimum of \$3.10, paid on mileage basis.

21½ per cent, a minimum of \$3.10 when unable to make \$3.10 at mileage rates within 12 hours.

Part of one per cent, \$3.20. Varying bases otherwise.

Mr. Sheean: Now, the detail as to the engineers and firemen shown in the last column on page 5, appears on what page of the exhibit?

Mr. Bremerman: Pages 10 and 11.

Mr. Sheean: And on pages 10 and 11 there are set forth the roads in Southeastern territory and the schedule provisions from which the summary is made which appears at page 5?

Mr. Bremerman: Yes. As to the firemen in the Southeast, on page 5 you will note that no schedules were available for practically 38 per cent. That is due to the fact that there are none.

Mr. Sheean: And the differences between the white firemen and the colored firemen, so far as they appear in the schedules, are also shown in that summary?

Mr. Bremerman: Yes. In the qualifying notes in fine type between the lines.

Mr. Sheean: On the lower part of page 5?

Mr. Bremerman: Yes.

Mr. Sheean: And that information as to the roads on which that difference is made would appear on pages 10 and 11.

Mr. Bremerman: Yes.

Mr. Sheean: Are there any questions about this passenger

service as we go along? I won't bind you as cutting you off on cross examination in any way, but if there is anything you would like to have brought out as we go along, I hope you won't hesitate to ask the question.

Page 12 of your exhibit, Mr. Bremerman, shows what?

Mr. Bremerman: It relates the present schedule rules in the three territories to that part of proposed Article 1 which calls for 100 miles or less, 10 hours or less, in all other service except passenger and switching.

Mr. Sheean: That is, at page 12, under the heading "Basis of a Day's Work," you have set out part of proposed Article 1, which pertains to all service other than passenger and switching?

Mr. Bremerman: Yes.

Mr. Sheean: And you have set it out in the language of the proposal, have you?

Mr. Bremerman: This is the language of the proposal at the head of the page. I will qualify that, Mr. Sheean. It is not "all other service except passenger and switching" that we show on page 12. It is through and local freight, but it is related to the proposal for all other service except passenger and switching.

Mr. Sheean: That is, at the heading you have set out the part of the proposal—

Mr. Bremerman: Which applies to what we show below. That is, through and local freight.

Mr. Sheean: Now, the detail and manner of showing the percentages and the roads on which these various provisions obtain, is just the same as to this part of proposed Article 1 as with reference to the part of Article 1 which pertains to passenger service?

Mr. Bremerman: Yes, sir, exactly the same in its construction and arrangement.

Mr. Sheean: And in Western territory what are the provisions which you find with reference to through and local freight as to the basis of a day's work?

Mr. Bremerman: 84 per cent, 10 hours or less, 100 miles or less, in both.

3 per cent, 9 hours or less, 100 miles or less, in both.

4 per cent, 8 hours or less, 100 miles or less, in both.

1.8 per cent, 8 1/3 hours or less, 100 miles or less, in both.

Mr. Sheean: Now, just to make clear, Mr. Bremerman. In case it is desired to ascertain the road or roads on which there was a provision of 9 hours or less, 100 miles or less, through and local, the third item on the upper left hand column on page 12, you would turn to page—

Mr. Bremerman: 13.

Mr. Sheean: 13. And in the second column, showing that total of 3.08 per cent.

Mr. Bremerman: It shows that the road that pays that is the Canadian Northern.

Mr. Sheean: So, if you wish to ascertain the road or roads on which the 100 miles or less, 8 hours or less, constitutes the basis of a day, by following this percentage of 4.53 to page 13.

Mr. Bremerman: That would be the third note at the bottom of page 13, and refers to the Southern Pacific, Pacific System.

Mr. Sheean: The third note at the bottom of page 13, which reads "In freight service 100 miles or less, but 8 hours or less, or 10 hours or less, according to special provisions."

Mr. Bremerman: Yes.

Mr. Sheean: And that percentage thus shown there would enable you to ascertain the particular road on which such schedule provision obtained?

Mr. Bremerman: Yes. Where it may not show at the bottom of the column, it may appear in a footnote; where some special provision on a particular road would not fit any columned heads, we put it in as a footnote, rather than put a special column for one particular railroad.

Mr. Burgess: May I ask a question. Taking that particular point, how are we going to find out by reading there that that is the Southern Pacific? You said it was, but in case we want to—

Mr. Bremerman: You can usually relate it at once by the percentage that is shown.

Mr. Sheean: The footnote, Mr. Burgess, carried down "a." That is footnote "a." And by looking along the left margin as to where "a" is carried down, you find "Southern Pacific Co.—Pacific System."

Mr. Burgess: I find that percentage there. Now, where do I find the Southern Pacific?

Mr. Bremerman: There (indicating).

Mr. Burgess: Oh, I have to come over the page.

Mr. Bremerman: To the stub. It is a standard stub. It is in exactly the same order all the way through the book.

Mr. Burgess: And that applies to all the railroads set forth in this exhibit?

Mr. Bremerman: Yes.

Mr. Sheean: The particular case just called attention to is covered by a footnote. As to the one before that, Mr. Burgess, if you will turn to column 2, if you want to ascertain the per cent.

Mr. Burgess: On what page?

Mr. Sheean: On page 13. That is, it is shown on page 12, by running down "9 hours or less, 100 miles or less, through and local," the third item there is the 3.08 per cent. Now, if you wish to ascertain what road or roads that obtained on, by turning to page 13 you see in the second column there the total of 3.08 per cent. Running over that column, you find that that is a single road, the Canadian Northern, which is in length 3.08 per cent of the total mileage represented.

Mr. Burgess: I begin on page 12. Then I go over to page 13, and I see 3.082. Then I go up the column and see "Art. 1," and I come across and find that is the Canadian Northern?

Mr. Sheean: Yes. That is, page 12 is a summary of what is shown at page 13; all of the detail is shown at page 13, as I understand it, and page 12 is simply a summary of all of the roads, reducing it to the entire 100 per cent basis.

Mr. Phillips: Might I ask the witness a question, Mr. Sheean?

Mr. Sheean: Surely.

Mr. Phillips: I don't want to interrupt, but just for information.

Mr. Sheean: It won't interrupt at all.

Mr. Phillips: Are we to understand by the explanation that has just been given of the footnote "a" on page 13, with reference to the Southern Pacific, that no 8 hour day is shown on the Southern Pacific except under special provisions?

Mr. Bremerman: No, they vary between 8 hours and 10 hours.

Mr. Phillips: On all divisions?

Mr. Bremerman: According to the special provisions in the schedules.

Mr. Phillips: Do you know whether they vary on all divisions? Do you know whether the 10 hour feature applies on all divisions?

Mr. Bremerman: Whether it does?

Mr. Phillips: Yes.

Mr. Bremerman: No. That is, I mean it does not apply, as I understand by reading the schedule.

Mr. Phillips: You don't know whether or not four-fifths at least of the Southern Pacific mileage is strictly on an eight hour day?

Mr. Bremerman: I do not.

Mr. Shea: What does this 4 per cent represent?

Mr. Bremerman: The total mileage of the Southern Pacific.

Mr. Shea: And on what basis, on an 8 hour basis or a 10 hour basis?

Mr. Bremerman: Both, according to the special provisions. It was not practicable to copy the entire provisions of that Southern Pacific schedule into this book. We tried to condense it. If there is any question as to the specific provisions in the Southern Pacific, reference would have to be made to the schedule.

Mr. Sheean: And the Southern Pacific schedule itself is filed with and in connection with this exhibit?

Mr. Bremerman: Yes, sir, it is there, if you care to read it at length.

Mr. Shea: I wanted to find out what that 4 per cent represented.

Mr. Sheean: The 4.53 per cent represents the percentage of the mileage of the Southern Pacific to the total mileage in the movement. That is, the Southern Pacific has mileage which is 4.53 per cent of the total mileage represented in the movement.

Mr. Shea: Is it on an 8 hour day or a 10 hour day?

Mr. Sheean: No, that is the entire mileage of the Southern Pacific System; part of their mileage is upon the 8 hour day and part upon the 10 hour day; and as Mr. Bremerman has explained, as I understood him, he has made no effort to ascertain or point out what the relative percentage between 8 and 10

hour days on that system is. The detail of that is shown in the schedule; not the detail as to the mileage, but it shows the particular parts of the system on which an 8 hour day obtains.

Mr. Bremerman: Between mountain and valley as I recollect the schedule now.

Mr. Sheean: But the schedule itself would not show the actual mileage of the different parts?

Mr. Bremerman: No.

Mr. Sheean: In addition to that, in Western territory, there is shown on page 13, some part of the mileage in which the basis of the day's work is 100 miles or less, 8 1/3 hours or less. What road is that?

Mr. Bremerman: That is the Denver & Rio Grande, and applies to the Utah lines only, part of that system. The Colorado lines are on a different basis.

Mr. Sheean: That is shown by the footnote, is it there, on page 12, as to the part of that system to which it applies?

Mr. Bremerman: Yes; the first footnote in the middle column, although I find by reference to page 12, that that has not been carried over as the footnote has it, that is, that the 8 1/3 hours or less, 100 miles or less, applies only to the Utah lines.

Mr. Sheean: Any of the detail as to these varying provisions, insofar as it can be summarized, is shown on these pages; and the schedules from which that summary is made, accompany the summary?

Mr. Bremerman: Yes.

Mr. Sheean: Now, Mr. Bremerman, in the Eastern territory, practically all of the mileage, both as to freight and passenger, is shown to be on the basis of 100 miles or less, 10 hours or less?

Mr. Bremerman: Yes.

Mr. Sheean: What is the road or roads which have the 11 hour provision in Eastern territory?

Mr. Park: What page is that, Mr. Sheean?

Mr. Bremerman: That is shown on page 15.

Mr. Sheean: Yes, it is shown on page 15.

Mr. Bremerman: In column 3, the Monongahela, and the New York, Philadelphia & Norfolk.

Mr. Sheean: That is less than 1 per cent of the total mileage?

Mr. Bremerman: Yes.

Mr. Sheean: Turning back again to page 12, outside of that provision of the 11 hours or less on those roads, as to engineers in through freight, practically all of the mileage is on the basis of 100 miles or less, 10 hours or less, in Eastern territory?

Mr. Bremerman: Yes, sir.

Mr. Burgess: Mr. Sheean, pardon me again, but Mr. Shea and I are confused with regard to the witness' answer relative to the Southern Pacific, as shown opposite Notation A. I understood you to say that 4.53 per cent was the percentage of the total mileage in the movement, is that right?

Mr. Sheean: The percentage which the Southern Pacific mileage bore to the total mileage in the movement?

Mr. Burgess: That is right.

Mr. Sheean: Let me see, Mr. Burgess, if we cannot clear that up now by turning to page 2. This is the same standard form that is used as to the railroads represented. Running down the list of roads, when you come to Southern Pacific Company, Pacific System, shown in column 1, 6,318.61 miles, in the next column that 6,318.61 is 4.53 per cent of the total mileage in Western territory.

The Chairman: I understand you give the total mileage of all roads in the movement, and then you take the proportional share of the mileage of each railroad?

Mr. Sheean: Yes. That, in each case, is shown on page 2, so that the percentage on page 2 of each of the roads, and the relative importance on a mileage basis which it bears, is shown on page 2.

Mr. Park: How does the mileage of the Western roads compare with the Eastern roads, and Southeastern?

Mr. Sheean: The mileage of the West in the movement is shown on page 2, a total of 139,411.13 miles, represented in this movement. The railroads in the Eastern territory are shown at page 3, a total mileage of 46,682, and the mileage in Southeastern territory is 32,677, shown at page 4.

Mr. Park: This mileage here of the roads here repre-

sented is nearly twice as much as that of both the Eastern and Southeastern.

Mr. Sheean: Well—

Mr. Byram: 80 compared with 140 in round figures.

Mr. Sheean: Practically, yes, and yet in the comparison of percentages, the Western territory is treated as 100 per cent, the Southeastern as 100 per cent, the Eastern as 100 per cent.

Mr. Byram: So, when you compare 100 per cent of the Western mileage with 100 per cent of the Southeastern, you are comparing 140,000 miles with 32,000?

Mr. Sheean: Precisely. Yet in making comparison at page 5, or any of the other pages as to where the rule obtains, the Western territory is compared with itself only on a percentage basis, and there is no effort to attempt to give to the Western territory any greater predominance because of its greater mileage. It is simply showing that, in Western territory, a certain percentage, on the basis of mileage, of the roads have certain rules, and in the East a certain percentage of that Eastern territory have certain rules.

Mr. Byram: Although, when you compare the mileage of the Eastern roads having that rule with the Western roads, you would be comparing 140,000 miles with 46,000 miles?

Mr. Sheean: Exactly, and the committee has adopted this mileage basis, not as necessarily being the only basis, but a revenue train mile basis shifting and changing from year to year would be almost impossible of comparison, as we thought, on any basis of fairness; and it might be that even with the railroads having a less number of miles, Mr. Byram, in the Eastern territory, that just as many men might be affected, because of the greater density of traffic there, as would be affected in Western territory. Therefore, we have attempted to make comparison simply intra-territorial in each case. A reduction to any basis of miles run varying from year to year we thought would hardly be a proper basis of comparison, but as to mileage, the deduction that you make is shown on pages 2, 3 and 4, as to the relative importance on a mileage basis.

On page 12, Mr. Bremerman, what do you find in the Southeastern territory as to the basis of the day's work?

Mr. Bremerman: Engineers, 54 per cent are on a basis of

100 miles or less, 8 hours or less. Forty-one per cent, 100 miles or less, 9 hours or less.

Mr. Burgess: What page is that?

Mr. Sheean: Page 12.

Mr. Bremerman: 2 per cent, 100 miles or less, 6 2/3 hours or less, and .6 per cent, 100 miles or less; .3 per cent, 8 or 9 hours or less, according to specified districts.

Mr. Sheean: As to local freight, what differences obtain in the South?

Mr. Bremerman: As to engineers, 85 per cent, 100 miles or less, 10 hours or less.

7 per cent, 100 miles or less, 9 hours or less.

2 per cent, 100 miles or less, 8 1/3 hours or less.

Mr. Stone: What page are you on?

Mr. Bremerman: Page 12.

Mr. Stone: Will you kindly have him talk a little louder, Mr. Sheean?

Mr. Sheean: Yes. Just keep your voice up, Mr. Bremerman. As to firemen in the Southeastern territory, what is the general spread there?

Mr. Bremerman: 42 per cent, 100 miles or less, 9 hours or less.

20 per cent, 100 miles or less, 8 hours or less.

.3 per cent, varying bases.

No schedules, practically 40 per cent.

Mr. Sheean: In that connection, Mr. Bremerman, as I understand it, the mere fact that no schedule provision obtains there, does not cause you to reduce the basis of your comparison.

Mr. Bremerman: No, it is kept at the same percentage.

Mr. Sheean: At the same basis of total mileage, and you simply show no schedule provision where no schedule provision is found?

Mr. Bremerman: Yes.

Mr. Sheean: That completes the second part of proposed Article 1, unless there are some questions some member of the Board or counsel desire to ask concerning it.

The next matter that you treat, Mr. Bremerman, begins at page 19. Will you tell us, please, just what part of railroad operation is compared?

Mr. Bremerman: The basis of a day in work and wreck

service, as related to the proposal for the basis of a day in all other service, except passenger and switching service.

Mr. Sheean: And the same method as to details of different roads is shown here as was shown on the preceding part of the exhibit.

Mr. Bremerman: The same method of compilation.

Mr. Sheean: Of the total mileage in Western territory as to engineers, what part is on the basis of 100 miles or less, 10 hours or less?

Mr. Bremerman: Practically 82 per cent, with some minor notations shown in smaller type in here.

Mr. Sheean: Just give the rest of the provision.

Mr. Bremerman: 3 per cent, 100 miles or less, 9 hours or less.

13 per cent 10 hours or less.

1 per cent, 12 hours or less.

No provision—

Mr. Byram: What is the difference between 10 hours and 10 hours or less, according to this? What is the difference in the meaning of 100 miles or less, 10 hours or less, 82 per cent on this table, and just 10 hours or less, which is 13 per cent?

Mr. Bremerman: 10 hours or less are on strictly an hourly basis, irrespective of mileage, except where they are qualified by these notes that follow.

Mr. Byram: They are practically the same, except that mileage does not enter into the last.

Mr. Bremerman: Except on practically 2.5 per cent. There are some mileage qualifications there.

Mr. Sheean: As to firemen in Western territory.

Mr. Bremerman: 78 per cent 100 miles or less, 10 hours or less, with minor qualifications shown.

3 per cent, 100 miles or less, 9 hours or less.

15.6 per cent, 10 hours or less, with a few qualifications.

1 per cent, 12 hours or less, and other items to finish out the 100.

Mr. Sheean: As to Eastern territory, all of the schedules which have specific provision as to work and wreck service are on a 10 hour or less, 100 miles or less basis?

Mr. Bremerman: Yes, sir.

Mr. Sheean: As to both engineers and firemen?

Mr. Bremerman: Yes, sir.

Mr. Sheean: In the Southeastern territory, various spreads are shown, or various provisions are shown on the last column of page 19?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And all of this detail, if it were desired as to Southeastern territory, can be found in the same manner at page what of the exhibit?

Mr. Bremerman: 23 and 24.

Mr. Sheean: Where the roads are enumerated, and the schedule provisions shown?

Mr. Bremerman: Yes, sir.

Mr. Sheean: If there are no questions about the work and wreck service, I will pass to the next part of the exhibit. That information which is shown in summary form at page 19 runs from page 19 to page 25, does it, Mr. Bremerman?

Mr. Bremerman: Yes, sir.

Mr. Sheean: At page 25 what information is assembled?

Mr. Bremerman: It relates to present schedule provisions as to pusher and helper service, to that part of proposed Article 1 fixing the basis of a day, and that part of proposed Article 2 calling for through freight rates, according to class of engine in pusher and helper service.

Mr. Sheean: Now, you have taken the first two words of the part of the proposed Article 2 which you set out, namely, the pusher and helper service, and have treated, or have assembled as to pusher and helper service, the information contained in the schedules of the various territories?

Mr. Bremerman: Yes.

Mr. Sheean: Tell us, Mr. Bremerman, what, in Western territory, are the various provisions as to the basis of the day's work in pusher and helper service?

Mr. Bremerman: For engineers, 60 per cent, 10 hours or less, 100 miles or less.

27 per cent, 10 hours or less.

.6 of one per cent, 12 hours or less.

No provision in schedules for pusher and helper service, 11 per cent.

As to firemen, 62 per cent on the basis of 10 hours or less, 100 miles or less.

19 per cent, 10 hours or less.

.6 of one per cent, 12 hours or less.

No provision in schedule for pusher and helper service, 16 per cent.

Mr. Sheean: Now, in the part of proposed Article 2, which you have set out here, there is provision that this class of service will be paid through freight rates according to the class of engine. What information have you assembled with reference to the rates in Western territory, on this class of pusher and helper service?

Mr. Bremerman: It is shown in the second sub-heading, under engineers and firemen.

As to engineers, 33 per cent are paid through freight rates, regardless of miles or hours.

7 per cent through freight rates when more than 100 miles made in a day; otherwise special rates apply.

Special rates for helper and pusher service, 46.9 per cent.

No provision in schedules and so forth, balance out the 100 per cent.

Mr. Sheean: Now, in case any one wished to ascertain what were these various special rates for helper and pusher service, 46.96 per cent, in what way would that information be available, Mr. Bremerman?

Mr. Bremerman: It would be found on page 28, as to engineers, in column 6. It shows a total of 54.732. That is reduced to 46.960 in the summary on page 25, as I see it now, by showing 7.772 as being paid through freight rates when more than 100 miles are made in a day; otherwise special rates apply.

The Chairman: Are we to understand, that beginning here in the left hand corner, that 27 per cent of the mileage is already operated in accordance with the demands of the proposal contained in Article 2?

Mr. Sheean: 60 per cent is operated on the basis of 10 hours or less, 100 miles or less.

The Chairman: Yes.

Mr. Sheean: But the second part of proposed Article 2, which says "Will be paid through freight rate according to the class of engine, shows that only 32 per cent is operated upon that basis; while 47 per cent, practically, is operated on the basis of special rates, and those special rates, as I understand Mr.

Bremerman, will be shown at—or not the special rates will be shown, but at page 28, column 6, is shown the roads whose schedules have special provisions.

Mr. Burgess: You are speaking now, Mr. Sheean, of Western territory alone?

Mr. Sheean: Of Western territory alone. The 100 per cent of Western, is only Western territory.

Now, Mr. Bremerman, as I understand you, column 6, at page 28—

The Chairman: Are there any roads in this Arbitration whose schedules are in accord with the demands, or the articles proposed by the engineers and firemen?

Mr. Byram: Of this particular article?

The Chairman: Yes, of this particular article.

Mr. Sheean: Of this particular article there are 59 per cent as to the basis of the day shown in Article 1; and there are 32 per cent, or practically 33 per cent, that do apply to pusher and helper service.

The Chairman: Now, would it greatly inconvenience you to have the witness enumerate those roads at this point, so that I may have them in mind?

Mr. Sheean: No. Will you indicate, Mr. Bremerman, what are the roads where through freight rates apply regardless of miles or hours, as shown to aggregate 32.9 per cent?

Mr. Bremerman: On page 28, column 4, as to engineers; on page 29, column 4, as to firemen.

Mr. Sheean: Now, will you enumerate, or read into the record, the roads on which the provision obtains that in pusher and helper service the rate paid shall be the through freight rate?

Mr. Byram: Regardless of miles or hours.

Mr. Sheean: Regardless of miles or hours.

Mr. Bremerman: The Santa Fe, Prescott & Phoenix Lines; the Gulf, Colorado & Santa Fe, and subsidiary lines shown; the Duluth, Winnipeg & Pacific; the North Western System; the Chicago Great Western; Chicago, Milwaukee & St. Paul, Eastern Lines, and Puget Sound Lines, including Tacoma Eastern; the Rock Island; Colorado & Southern; Denver & Rio Grande; Minneapolis; St. Paul & Sault Ste. Marie; the San Pedro; Southern Pacific, Pacific System, and the Western Pacific.

Mr. Sheean: Now, will you enumerate, while we are at this, the roads upon which special rates for helper and pusher service apply?

Mr. Bremerman: Santa Fe, Eastern and Western Lines; Santa Fe, Coast Lines; Canadian Pacific; Chicago & Alton; Burlington; the Omaha Line; El Paso & Southwestern; Great Northern; the Illinois Central; Y. & M. V.; Kansas City, Clinton & Springfield; Kansas City Southern; Missouri Pacific; Northern Pacific; Oregon-Washington Railroad & Navigation Company; Oregon Short Line; St. Louis & San Francisco; St. Louis, San Francisco & Texas; Fort Worth & Rio Grande; G. H. & S. A.; M. L. & T.; Spokane, Portland & Seattle; Oregon Trunk; T. & B. V.; Union Pacific; and the Wabash.

Mr. Sheean: Now, will you explain, Mr. Bremerman, just what you mean by special rates for pusher and helper service?

Mr. Bremerman: They are rates other than through freight rates.

Mr. Sheean: And so varied that you could not attempt to classify or enumerate them under any general heading?

Mr. Bremerman: We did not attempt to classify them under any other general heading. In columns 10 to 13 of page 28, we attempt to show the difference between these special rates and the through freight rates.

The Chairman: Can we ascertain that information as to any particular road, by the schedule?

Mr. Bremerman: Can we?

The Chairman: I say, can the Board ascertain that information by an inspection of the schedule as to any particular road?

Mr. Bremerman: Yes, sir; or, I beg your pardon, in some instances we are unable to show it, as would be shown, I think, by the summary here, 12 per cent of the engineers with differentials indefinite account monthly rates, different basis of a day, district rates, and so forth. In some cases, the classification of engines in pusher and helper service might not be the same as in through freight, and without more knowledge as to the classification of engines, you cannot relate these special rates to the through freight rates. They vary.

The Chairman: You would have to segregate them to ascertain that?

Mr. Bremerman: You cannot always get what rate would be paid under the same conditions in pusher and helper service as would be paid on the same engine in through freight service, from the schedules alone.

Mr. Sheean: Not from the schedules alone?

Mr. Bremerman: No, sir; and that is all we have.

Mr. Sheean: But in the item of special rates for helper and pusher service, all that you have thrown under that heading, as to that you give reference to the particular article in the schedule of that road?

Mr. Bremerman: Yes.

Mr. Sheean: In which the schedule information as to the particular special rate on that road is set out?

Mr. Bremerman: The point there was as to whether they paid through freight rates or something else. That is as far as we attempted to go.

Mr. Sheean: Now, will you just explain the columns to which you referred, in which you say an effort was made to show the differentials as between special helper rates and through freight rates?

Mr. Bremerman: The first one would be—

Mr. Sheean: This is on what page?

Mr. Bremerman: Page 28, column 11. The first one would be the Canadian Pacific. We have shown it as being a special rate. The same article shows that the rate is 90 cents less than the through freight rate.

In column 10, the Burlington, we have shown that road as having special rates. The same article in that schedule would show that this special rate is 40 cents less than the through freight rate. The Great Northern is 40 cents less.

Mr. Shea: Is that 40 cents less than the highest, or the lowest through freight rate?

Mr. Bremerman: The same class of engine, the same size of engine.

Mr. Shea: Do they make distinctions in that class of engine in pusher and helper service?

The Chairman: I can't hear your question.

Mr. Shea: Do they make distinctions in that class of engine in pusher and helper service, where the special rates apply?

Mr. Bremerman: My recollection of the schedule is that they do.

Mr. Shea: Take a road where they are on a monthly basis; I notice you have here in the footnote that some of those roads pay their engineers and firemen in pusher and helper service on the monthly basis.

Mr. Bremerman: But you cannot show that distinction there.

Mr. Shea: Do they make a differential in the rates of pay when they are on a monthly basis, when a different class of engine is used?

Mr. Bremerman: I couldn't say as to that. I think I called attention to that in our summary back here, of differentials indefinite account monthly rates, different basis of a day, district rates, and so forth. That is some 13 per cent of the total mileage that we were unable to figure out an exact differential for, and therefore covered it by the general statement there.

Mr. Sheean: And wherever there was simply a monthly rate of pay you did not attempt to reduce that to dollars and cents in the differential?

Mr. Bremerman: No, we could not.

Mr. Sheean: What other road or roads are shown on this page 28 as paying a differential of 40 cents less than the through freight rate?

Mr. Bremerman: The Spokane, Portland & Seattle, Oregon Trunk, and the Union Pacific. Those roads that I have enumerated are those that have the flat single rate differential.

In columns 12 and 13, we have attempted to show the maximum and minimum differentials as between through and local. They are figured only where we can connect them up to some engine.

Mr. Sheean: Well, that detail shown at page 28 is summarized at page 25, and at what part of page 25?

Mr. Bremerman: The fourth sub-head in each case as to the engineers and firemen in the Western territory, which is entitled "Differential between Special Helper and Through Freight Rates."

Mr. Sheean: Speaking of engineers, will you give us just in a general way what that differential is in the Western territory?

Mr. Bremerman: 15 per cent pay 40 cents less; 4.8 per cent pay 90 cents less; and following that we show minima and maxima less, varying from 1 to $3\frac{1}{2}$ or 5 per cent, for some ten or fifteen items. Then occurs the 33 per cent which would show no differential account through freight rates being applied. Then no provision in schedules, 12 per cent; and differentials indefinite, 12 per cent.

Mr. Sheean: The same basis of comparison, on the same basis that you have outlined on these other parts of the exhibit, is carried out as to the Eastern and Southeastern territories?

Mr. Bremerman: Yes.

Mr. Sheean: In the East, the basis of the day's work, and the through freight rate as to engineers is applicable on practically all of the railroads in the Eastern territory?

Mr. Bremerman: It is a universal rule, practically in accord with the proposals.

Mr. Sheean: Is there anything more, Mr. Bremerman, about this part of the pusher and helper service, to which you wish to direct attention?

Mr. Bremerman: Of course, the differential in the Eastern territory, does not exist, because they pay the through freight rate practically universally; but it does exist in the Southeast, as exhibited by the second sub-head in the third column as to engineers.

Through freight rates apply to 28 per cent of the mileage, and then they have special rates for $37\frac{1}{2}$ per cent. The differentials are shown in the last sub-head, and the same as to the firemen.

Mr. Sheean: Just give us in a general way, what those differentials are in the Southeastern territory.

Mr. Bremerman: 1-12 per cent paid 40 cents less; 6 per cent have a differential ranging from nothing to 15 cents less; 7 per cent, nothing to 25 cents; and 21 per cent, pay nothing to 25 cents more than the through freight rate. The through freight rate applies to 28 per cent; no rate shown for 34 per cent.

Mr. Sheean: I wish you would just make clear, Mr. Bremerman, what you mean by minimum nothing and maximum 15 cents for instance.

Mr. Bremerman: In checking up the rates for the different sizes of engines, on one side, irrespective of its size, we would

find that exactly the same rate is paid in the pusher and helper service as in through freight; but in another they would vary, and we would pick the high and the low, that is, from nothing to the greatest spread we found between the same engines.

Mr. Sheean: And in some cases you found a different minimum on the same engine between through freight and pusher and helper service, and in other cases a different maximum?

Mr. Bremerman: Not on the same engine.

Mr. Sheean: Well, just explain that again, please. I am afraid I did not catch this minimum and maximum.

Mr. Bremerman: In reaching the differential, we must take the same engine. On some we would find in this first item of minimum, nothing; maximum, 15 cents. We would find one engine that paid exactly the same rate in pusher and helper as it did in through freight; and, another size engine that paid 15 cents less. We perhaps may have found others in there between nothing and 15, but the statement, minimum nothing and maximum 15, gives you the range of the differential, the outside points.

Mr. Burgess: What railroad, Mr. Bremerman, in the Southeast territory, pays a rate of 40 cents less? I was trying to find that?

Mr. Bremerman: It is the Virginian, according to the mileage. Do you want the page reference?

Mr. Burgess: Yes, what page would show that rule?

Mr. Bremerman: Page 34.

Mr. Burgess: Is that 40 cents?

Mr. Bremerman: Wait a minute, that is not on page 34; it is on page 35.

Mr. Burgess: Page 35?

Mr. Bremerman: Yes.

Mr. Burgess: The Virginian?

Mr. Bremerman: Yes, it is \$5.10 on those sizes, and if you will refer to page 94, I haven't reached that yet, but if you will refer to the through freight on page 94, the Virginian is shown at \$5.50, the same size engine.

Mr. Burgess: That is, he would receive \$5.10?

Mr. Bremerman: He would receive \$5.10 on pushers and helpers and \$5.50 on through freight.

Mr. Sheean: On engines of the same size?

Mr. Bremerman: On engines of the same size. It brings about that 40 cent differential.

Mr. Sheean: Now, will you explain a little more fully, Mr. Bremerman, the detail as to the schedule rates of pay in helper and pusher service, following your summary on page 25?

Mr. Bremerman: On page 30, and following, are found a statement of the number of engines normally in service, and rates, classified as to weights on drivers. That, brought back in summary form to page 26, shows, irrespective of the loads, the rates that are paid in pusher and helper service, compared with the figures, shown in black face at the head of the columns, that are requested.

Mr. Sheean: Now, at page 30 I wish you would explain just the manner in which you obtained that information as to the number of engines normally in service, and where those numbers and rates are shown.

Mr. Bremerman: The first one would be found in column 4 on page 30. Three engines normally are in service, taking a 3.40 rate in helper and pusher service for engineers.

Mr. Sheean: Now, where do you get the information as to the number of engines normally in service in helper and pusher service?

Mr. Bremerman: Taken from reports of the individual roads furnished the Conference Committee.

Mr. Sheean: And the information as to the number of engines normally in service was simply furnished by the roads, severally, as shown on this sheet?

Mr. Bremerman: That is true.

Mr. Sheean: Then, in what manner were the rates of pay as shown in these columns on this, reduced to the weight on driver basis? How was that made up?

Mr. Bremerman: That was reported also by the individual roads. At the time they reported the number of engines, they reported the rates classified on the weight on drivers basis.

Mr. Sheean: That is, the engines were classified on the weight on drivers basis, and then there was shown what rates were actually paid on those engines at this time?

Mr. Bremerman: Yes.

Mr. Sheean: In what manner was the information obtained as to pusher and helper service in the other territories?

Mr. Bremerman: In practically the same manner, except that it came through the Bureau of Information in New York.

Mr. Sheean: Now, the information set forth in detail at page 30 and following pages is summarized where?

Mr. Bremerman: Is summarized on page 26.

Mr. Sheean: And will you give us, if you please, a summary as to these various rates in different territories in a general way? These rates in pusher and helper service.

Mr. Bremerman: Under the proposal for \$5.00 on engines less than—

Mr. Sheean: Oh, by the way, that proposal, I think, has not as yet been explained. Will you just explain what is meant by that third column on page 26?

Mr. Bremerman: The heading of figures in black faced type immediately under the heading, is that what you refer to, Mr. Sheean?

Mr. Sheean: Yes.

Mr. Bremerman: Those are the through freight rates proposed, according to the classification of weight on drivers.

Mr. Sheean: That is the heading, "Engines Weighing on Drivers—Pounds. Less than 80,000, \$5.00," shows the classification proposed, and the \$5.00 there shown is the rate proposed.

Mr. Bremerman: Yes, in Valley territory.

Mr. Sheean: And your footnote, starred, shows that "Proposed Rates in Western 'Valley' Districts (add 10 per cent where grade is 1.8 per cent or over)" carries out the information that all of these rates spread across the page are the proposed valley rates.

Mr. Bremerman: Yes.

Mr. Sheean: To which 10 per cent should be added in all cases where any of these pushers and helpers are now actually operating in the mountains.

Mr. Bremerman: Yes.

Mr. Sheean: Now, what are the number of engines in pusher and helper service now which would fall under this classification of less than 80,000, and what are the rates which are paid on different roads?

Mr. Bremerman: The engineer on one engine is paid \$4.15;

on one \$4.20; on one \$4.40; on seven \$4.60; on ten \$4.75; on ten \$4.80; on one \$4.95.

Mr. Sheean: And in Eastern territory, what is it?

Mr. Bremerman: One engine, \$4.75.

Mr. Sheean: Southern territory?

Mr. Bremerman: Five engines, \$5.40.

Mr. Sheean: Now, take the second column showing the weights from 80,000 to 99,999. What numbers are there in the different territories?

Mr. Bremerman: Five engines take the \$4.40 rate. Two engines take the \$4.50 rate. Three engines the \$4.75 rate; one engine the \$4.95 rate and six engines the \$5.00 rate.

Mr. Sheean: Now, assuming, Mr. Bremerman, that we wanted to find where those six engines now paying the \$5.00 rate were—I mean on what road they were operated and paid that rate of \$5.00—where would we get that information from from your exhibit?

Mr. Bremerman: You would turn to the detailed sheet on page 30, running down column 2, which is the column headed "80,000 to 99,999."

The Chairman: What is there here to indicate that we should do that?

Mr. Bremerman: Nothing, except the general idea that the detail sheets, Mr. Chairman, follow the summaries.

Mr. Sheean: The same column, headed "80,000 to 99,999," shown by roads.

Mr. Bremerman: On the summaries we eliminate the names of the roads, so as to give a better glance at it, of the situation as a whole was the idea. But we do furnish—following the notes, following down column 2, you run across the rate of \$5.00 with the six engines of the company, showing it belongs to the C. M. & St. P.

Mr. Burgess: The Chicago, Milwaukee & St. Paul?

Mr. Bremerman: Yes, sir, Eastern Lines.

Mr. Burgess: They do pay the \$5.00 rate now.

Mr. Bremerman: Yes.

The Chairman: What column? The first column?

Mr. Bremerman: The second column.

Mr. Sheean: The second column, "80,000 to 99,999." The detail as to just where those pushers and helpers may be, is

on what part of the line? The company is now shown here. You have simply that general information?

Mr. Bremerman: Yes.

Mr. Sheean: Now, what is the rate in the Eastern territory at the present time on all the engines of 80,000 to 99,999, where they have a uniform basis of 10 hours or less?

Mr. Bremerman: Four engines in pusher and helper service in that territory on that range of weight take the \$4.75 rate.

Mr. Sheean: Now, the third column in pusher and helper service from 100,000 to 139,999 pounds on drivers, where the rate requested is \$5.40, what is shown as to the number of engines in Western territory that would fall under that classification, and their rates?

Mr. Bremerman: Seven would take the 4.15 rate; six, 4.40; three 4.60; three 4.65; six 4.70; twenty-three 4.75; three 4.90; two 4.95; two 5.00; ten 5.05; two 5.10, one in mountain territory 5.10; one 5.15; fifteen 5.20; eleven in mountain territory 5.33; one 5.40; one 117.

Mr. Sheean: And that 117 is a monthly rate?

Mr. Bremerman: Yes, it is put at the last, and does not indicate there are other arrangements in their relative value, but the monthly rates are put at the last, out of order.

Mr. Sheean: In Eastern territory how many engines are in pusher and helper service of this weight on drivers, and what do they pay?

Mr. Bremerman: One takes a rate of 4.70; 103 take a rate of 4.75, six take a rate of 4.85.

Mr. Sheean: No engines of those dimensions are shown in pusher and helper service in Southeastern territory?

Mr. Bremerman: No, sir.

Mr. Sheean: In pusher and helper service, on the next work proposed, for which a rate of 5.60 is suggested, what is the number of engines in Western territory that would fall under that rate, and the present rate they are paid?

Mr. Bremerman: Five pay a 4.40 rate; two in mountain territory 4.40; two 4.65; two 4.75; three 4.90; thirteen 5.00; two 5.05; nine mountain, 5.05; two 5.15; five mountain 5.15; seven 5.20; four 5.30; one mountain 5.30; two mountain 5.35; one 5.40; two 5.45; seven 5.54; thirty-six mountain 5.57.

Mr. Sheean: In Eastern territory what are the rates paid now on engines of those dimensions?

Mr. Bremerman: Seventy-nine take a rate of 4.75; one hundred and thirty-eight take a rate of 4.80; fifty 4.85; three take a rate of 5.00.

Mr. Sheean: In Southeastern territory, how many engines are there of that class, and what are their rates?

Mr. Bremerman: Two take a rate of 4.60 or 5.00, six on an eleven hour day take a rate of 5.10; seven take a rate of 5.40.

Mr. Sheean: What is that note as to the 5.10?

Mr. Bremerman: Eleven hour day.

Mr. Sheean: The next rate that is proposed would affect the engines in the territory in what way, and the rates now existing in the territory in what way?

Mr. Bremerman: Shown in column 5, proposal to pay 5.80; nine engines now pay 4.40; one 4.75; eleven 4.90; forty-two 5.00; five 5.05; twenty-five 5.15; two in mountain territory 5.15; three 5.30; ten in mountain territory 5.30; three in mountain territory 5.35; twelve 5.40; fifteen 5.54; one hundred and seventeen in mountain territory 5.57; one in mountain territory 157.

Mr. Sheean: In the Eastern territory what is the situation?

Mr. Bremerman: Seventy-two take a rate of 4.75; four a rate of 4.80; one hundred and seventy-six 4.85; twenty-seven 4.95.

Mr. Sheean: And in the Southeastern territory?

Mr. Bremerman: Four take a rate of 4.60 and 5.00.

Mr. Sheean: Without taking up each one of these columns, Mr. Bremerman, there is shown, for all of the territories, a comparison of the present rates with the proposed rates here.

Mr. Bremerman: Based on the engines in service.

Mr. Sheean: Let us come over to where the Mallets seem to be used, in both territories, column 11 there, where the rate is now proposed of 8.00 to engineers in valley territory, or 8.80 in mountain territory. What is now paid, the number of engines involved, what is now paid in the West, and what is now paid in the East and South?

Mr. Bremerman: Six pay 5.75; three 5.90; four 6.00; two in mountain territory 6.15; sixteen in mountain territory 6.30; fifteen 6.40; ten 6.54; fifteen mountain 6.57; two mountain 187.

Mr. Sheean: What is the number of engines, and what are

they paying in the East on engines of that rate at the present time?

Mr. Bremerman: In the East, two 5.40; seven 5.50; one 5.85; four for which a notation is made that the rate is not yet made.

Mr. Sheean: In the South, on a Mallet engine of that type, what is it?

Mr. Bremerman: One takes a rate of 6.25 and fourteen a rate of 6.50, with the notation that it is an 11 hour day.

Mr. Sheean: At page 27, Mr. Bremner—

Mr. Burgess: Aren't there some other Mallets there?

Mr. Sheean: Yes, if you want them read, in the last column, four hundred thousand and over.

What are the present rates paid in the West, the number of engines affected, and what is paid in the East?

Mr. Bremerman: One engine pays 6.05; five in mountain territory 6.30; four in mountain territory 6.57. That is in the West.

In the East three take a rate of 4.85; five 5.40; twelve 6.00; ten 6.50; one 7.00.

In the Southeast, seven pay a rate of 7.00, with the notation that it is an eleven hour day.

Mr. Burgess: With the other notation that there is an hour out for meals, dinnertime.

Mr. Sheean: Where are those seven large Mallets, Mr. Bremerman, in the Eastern territory, that take the 7.00 rate?

Mr. Bremerman: That is the Virginian that is showing that particular rate in the Southeast.

Mr. Sheean: In the Southeast?

Mr. Bremerman: Yes.

Mr. Sheean: And in the East there is one?

Mr. Bremerman: Yes.

Mr. Sheean: That is in the Southeast?

Mr. Bremerman: The Southeast, the Virginian, that is a seven dollar rate.

Mr. Sheean: This comparison in all cases is made with the proposed valley rates and on a class of engines under the proposal here, that would have 10 per cent added to the 8.25 shown at the top of the column here.

Mr. Bremerman: I so understand the proposition.

Mr. Sheean: Page 27, Mr. Bremerman, shows what?

Mr. Bremerman: Shows the same information that we have just discussed, except this is for the firemen instead of the engineers.

Mr. Sheean: And the rates as to the territories are shown in columns in the same manner?

Mr. Bremerman: Yes, sir.

Mr. Sheean: I don't want to take all of the columns, Mr. Burgess, on this. I will take some just to give a general idea of the manner of the comparisons. Mr. Bremerman, where they are shown in all three territories in large numbers—

Mr. Bremerman: Column 4.

Mr. Sheean: In column 4.

Mr. Bremerman: Perhaps that is the largest column.

Mr. Sheean: That is a weight of 140,000 to 169,000 pounds on drivers, where the proposed rate for firemen is 3.65, in pusher and helper service. Just give us the number of engines in western territory which would be affected by this rate, and what they are now paying.

Mr. Bremerman: Two are paid 2.70, three 2.75; two oil burners 2.94; two oil burners in mountain service, 2.97; one 3.00; five mountain 3.05; one 3.10; two oil 3.10; two 3.15; seven 3.20; five 3.25; thirty-six oil burners in mountain service 3.25; thirty-three 3.30; seven in mountain 3.30; six 3.35; one mountain 3.40; three 3.45; two 3.50; two in mountain service 3.55; seven 3.60; two in mountain service 3.75; one 3.85.

Mr. Sheean: In the East, how many engines fall under that classification, or would fall under the same weight on drivers, and what rates are paid?

Mr. Bremerman: One takes a rate of 3.00; two hundred and twenty-five take a rate of 3.10; ten take a rate of 3.25; three of 3.75, with a notation that this is a basic rate taken from trip basis.

Mr. Sheean: In the Southeastern territory, how many engines in pusher and helper service?

Mr. Bremerman: Six are shown as taking 3.25, with the notation, eleven hour day.

Mr. Sheean: In the same way in which the comparison was made as to rates of engineers for the different territories, com-

parison is made on this sheet as to firemen, and the various classifications and the proposed rates.

Mr. Bremerman: Yes, sir.

Mr. Sheean: And the information as to particular roads can be obtained from the detail sheets shown where?

Mr. Bremerman: On page 31 as to firemen, 30 as to engineers in the West, 32 and 33 for the Eastern territory, 35 for the Southeast.

Mr. Sheean: Now, the notations which you have made, Mr. Bremerman, on some of these pages, are taken from the schedules where there is some exception or modification to the particular column in which they may be placed?

Mr. Bremerman: As to pages 28 and 29?

Mr. Sheean: As to pages 28 and 29, yes.

Mr. Bremerman: Yes, sir.

Mr. Sheean: At page 31 I note that you have carried out a different rate at places between coal and oil?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Is that obtained from the schedule provisions?

Mr. Bremerman: This classification was taken from reports given by railroads. The rates undoubtedly are based on schedule provisions.

Mr. Sheean: And in reporting the number of engines normally in service, and the rates which they take under present schedules, you have not attempted to go back of the reports of the several roads in that respect, as to the rates specified?

Mr. Bremerman: No, not as to these sheets. 28 and 29 are from the schedules.

Mr. Sheean: Yes, but as to the number of engines normally in use, classified as to weights on drivers, and the rates which they take, you have accepted the reports of the different roads.

Mr. Bremerman: Yes, sir.

Mr. Sheean: In this tabulation, and also as to any differential between coal and oil burners?

Mr. Bremerman: Yes, sir.

Mr. Sheean: As to the pusher and helper service, Mr. Bremerman, was there anything further that you wished to explain, or to call attention to?

Mr. Bremerman: I have nothing further, Mr. Sheean.

Mr. Sheean: Is there anything about the pusher and helper service before we pass it, Mr. Burgess?

Mr. Burgess: No.

Mr. Sheean: At page 36, Mr. Bremerman, proposed Article 2, rates of pay, you have made a comparison there of that part of this proposed Article 2, as to pusher, helper, mine runs, work, wreck, belt line, transfer, and all other unclassified service. That is the same part of Article 2 that was previously quoted, and the application as I understand it, or the comparison, is made with work service, from page 36 on.

Mr. Bremerman: Yes, sir. This compares rates in work service, temporary and regular, with through freight rates.

Mr. Sheean: The request of Article 2 is that work service will be paid through freight rate, according to the class of engine.

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, the detail following this summary which is shown at page 36—

Mr. Bremerman: Is found on pages 38 and 39, wreck and work train service is mostly in the columns or the body of the sheet, and the wrecking and temporary will be found on the footnote at the bottom; that is, in general. There may be exceptions in some cases.

Mr. Sheean: I note here, on page 36, is the comparison as to the engineers, and 37 as to the firemen.

Mr. Bremerman: Yes, sir, in the summaries.

Mr. Sheean: In the summaries, yes, and the summary as to engineers is followed by the summary as to firemen before you take up the detail of either?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And in Western territory, what is the situation with reference to the rates applicable to work service?

Mr. Bremerman: As to engineers?

Mr. Sheean: As to engineers, yes.

Mr. Bremerman: 23 per cent receive through freight rates, and 77 per cent special rates, defining special rates as we did in the helper and pusher service. We follow that with some qualifying statements there of provisions of through freight rates applying.

Mr. Sheean: In what cases.

Mr. Bremerman: In cases of special rates.

Mr. Sheean: Just give us some general idea of what those provisions are, or how they vary in different schedules?

Mr. Bremerman: Well, of the 77 per cent that are paid special rates, 12 per cent would pay as through freight rates when 100 miles or more per day is made; 11 per cent when not required to load or unload train in hauling service; 14 per cent, mileage made before and after working hours only; 2 per cent when assigned and worked less than 7 consecutive days; 12 per cent when regularly assigned road men are used; 22 per cent when paid through freight rate when revenue cars are handled in conjunction with work trains; 10 per cent when work train is run over an entire district, and so on.

Mr. Sheean: Now, is there also shown here the differential as between special work train rates, and through freight rates which obtain in Western territory?

Mr. Bremerman: In the fourth sub-heading on page 36, which is engineers in the Western territory.

Mr. Sheean: Give us a general idea of what those differentials are in Western territory at the present time?

Mr. Bremerman: 33 per cent, 40 cents less; .7 per cent, 50 cents less; about .2 per cent, 80 cents less, and through freight rates are applied in 22 per cent, 13 per cent, the differential is indefinite, and the balance may be said to lie in those items of minimum and maximum less, ranging from nothing to 85 and 90 cents, and a dollar.

Mr. Sheean: What provision do you find in the Western schedules, as to temporary work service?

Mr. Bremerman: There is no provision in the schedule covering temporary work train service on 74 per cent of the mileage. Temporary work train service paid freight rates, mileage, to and from work, and by the hour at work, 10 per cent, when in work train service one day only. When in work train service two days or less, miles and hours, .796. When in work train service three days or less, miles and hours, 1.341. When in work train service five days or less, miles and hours, 7.835. Three and a half per cent are paid work train rates, miles to and from work and by the hour at work.

Mr. Sheean: Now, in the Eastern territory, what do you find generally as to work and wrecking service?

Mr. Bremerman: Some 76 per cent pay through freight rates; .844 per cent, 10 cents less than through freight rates; about 7 per cent 15 cents higher than through freight rates; 8.7 per cent 25 cents higher per day in certain service; otherwise through freight rates apply; 4.8 per cent, 25 cents higher per day than through freight rates, 2.5 per cent, no rates shown for the two services.

Mr. Sheean: In the Southeast what is the situation generally as to work and wrecking service in comparison with through freight?

Mr. Bremerman: 49 per cent, practically 50 per cent, 15 cents less than through freight; $1\frac{1}{2}$, 40 cents less. Through freight rates apply absolutely to .939; through freight rates apply except specified runs on monthly basis to 3.7 per cent. Then there are some items given of the reductions between minimum and maximum differential less than through freight. 4 per cent are not comparable.

Mr. Sheean: And as to rates, what is the situation?

Mr. Bremerman: As to overtime rates, 52 per cent paid 50 cents per hour, 24 per cent 60 cents; a higher rate for Mallets, on $1\frac{1}{2}$ per cent of that 24 per cent; $2\frac{1}{2}$ per cent 45 cents; 16 per cent 50 and $52\frac{1}{2}$ cents per hour.

Mr. Sheean: As to firemen, Mr. Bremerman, what is the general situation territorially there?

Mr. Burgess: Counsel do not hear you, Mr. Bremerman. You will have to speak louder.

Mr. Bremerman: I will talk to you, then.

Mr. Stone: No, talk to the Board. We can read it if we cannot hear it.

Mr. Bremerman: I want you to hear it. I thought I was talking quite loud.

As to firemen in Western territory, 24 per cent receive through freight rates in wreck and work train service. Special rates apply on 74 per cent of the mileage. We show, as we did in the case of the engineers, other provisions of through freight rates applying, where special rates do apply under certain conditions.

Mr. Sheean: In a general way what spread is there in the

differential and the rate as between that work train rate and the through freight rate?

Mr. Bremerman: It is difficult to state in a short way.

Mr. Sheean: Just give it—

Mr. Bremerman: 13 per cent, about 45 cents less than the through freight; 1 or 2 per cent paid 17.25 less. 21 per cent paid through freight rates. $7\frac{1}{2}$ per cent the difference is indefinite, and the balance of the hundred is taken up in the manner shown between the minimum and maximum differential less than the through freight.

Mr. Sheean: Now, in wreck service, in a general way, what is the situation as shown in the West?

Mr. Bremerman: 52 per cent have no provisions in schedules specially for wrecking service. Of the balance, 13 per cent pay through freight rates for mileage to and from wreck, and by the hour for work at wreck.

Mr. Sheean: Do you find in any of the Eastern or South-eastern schedules provisions whereby there is to be payment of the miles to and from work on work train service, or to and from the wreck in wrecking service, plus the hours while there?

Mr. Bremerman: What we have here is that through freight rates apply.

Mr. Sheean: Through freight rates apply?

Mr. Bremerman: I would not want to say as to that, Mr. Sheean.

Mr. Sheean: In the East, generally, as to firemen, the situation is the same as to engineers that work at wrecking service; they take the same rates that are paid on through freight service?

Mr. Bremerman: Yes.

Mr. Sheean: Now, in the Southeast, is there any special difference as to the spread on engineers or spread of firemen that you enumerated, or anything particularly that you wish to direct attention to in that connection?

Mr. Bremerman: There are some slight differences, but nothing important that I can see that you would care to put into the record.

Mr. Sheean: Now, the details of these summaries shown at pages 36 and 37, are shown in the same manner as in your other exhibits on pages 38 to—?

Mr. Bremerman: 43.

Mr. Sheean: And the detail of the rates applicable in work and wreck service is shown at page 40?

Mr. Bremerman: Yes. And our comparison was made as between those rates and similar rates shown under the through freight heading.

Mr. Sheean: Yes?

Mr. Bremerman: Our differentials were arrived at in that manner.

Mr. Sheean: Now, the comparison is not made, is it, Mr. Bremerman, at this point as to whether or not the payment of the through freight rate in Eastern territory in this work train service brings the money rates thus applicable above or below the actual rates paid in Western territory?

Mr. Bremerman: I did not quite get your question.

Mr. Sheean: Strike that out. Is there, in connection with this part of the exhibit, any detail shown by which you can determine whether the rate applicable in the East is higher or lower in money than the rate applicable in the West?

Mr. Bremerman: At present?

Mr. Sheean: Yes.

Mr. Bremerman: There is no such summary for the work and wreck service.

Mr. Sheean: That is, that comparison if made or desired to be made, will appear only in connection with the comparison of the through freight rates which is made in a subsequent part of the exhibit?

Mr. Bremerman: Yes.

Mr. Sheean: So that whether in fact the paying in work and wreck train service in the East by paying the through freight rate applicable, was paying more or less money than the payment here with the differential in the West, can be determined only by comparison with the through freight rates when we later come to them?

Mr. Bremerman: Yes.

Mr. Sheean: That is a differential. It is conceivable that a differential of 17 cents less than the through freight rate in one territory might be more in actual money than paying the full freight rate in another territory?

Mr. Bremerman: It might be, yes, sir.

Mr. Sheean: That detail was not carried out here?

Mr. Bremerman: No, sir.

Mr. Sheean: Now, is that all in connection with this part of the exhibit to which you wish to direct attention?

Mr. Bremerman: That is all I have.

Mr. Nagel: It is true, is it not, that upon one or more of the roads in the Western territory there are now in force some or all of the demands mentioned in Articles 1 and 2?

Mr. Bremerman: Yes.

Mr. Nagel: Is there any road in the Western territory that now has in force all of the demands of Articles 1 and 2?

Mr. Bremerman: Well, I would not be able to say offhand.

Mr. Nagel: Substantially?

Mr. Bremerman: I would say yes, you would find one or two, as I recollect them.

Mr. Nagel: Are there any roads that have in force all the demands of Articles 1 and 2 in the Southeastern territory?

Mr. Bremerman: No.

Mr. Nagel: In the Eastern?

Mr. Bremerman: Yes.

Mr. Nagel: More than one road?

Mr. Bremerman: In the East?

Mr. Nagel: Yes.

Mr. Bremerman: Well, as to the basis of day's work, I would say yes.

Mr. Nagel: Of course, I am trying to get at the substantial result, having in mind the result to the engineers and firemen.

Mr. Bremerman: Well, when you speak, Mr. Nagel, of 1 and 2, as I recollect them here, they include overtime basis.

Mr. Nagel: Yes.

Mr. Bremerman: And that we have really not reached yet, and I could hardly say yes to your question, including all that, but as to the basis of the day.

Mr. Nagel: As to the part that has so far been considered, there are roads?

Mr. Bremerman: Yes.

Mr. Nagel: That have them all in force?

Mr. Bremerman: In the East.

Mr. Sheean: That is, you have treated yet, of Article 2, only the pusher and helper and the work and wreck service?

Mr. Bremerman: On the basis of a day, also.

Mr. Sheean: On the basis of a day. But I mean in this part of Article 2 you have not taken over the other parts of Article 2 as yet for comparison.

Mr. Bremerman: No, sir.

Mr. Sheean: Now, the next part of your exhibit starts where?

Mr. Bremerman: Page 43 is the summary.

Mr. Sheean: And that goes back again to Article 1?

Mr. Bremerman: Yes, and Article 2, also. I see that is not there.

Mr. Sheean: But the comparison is here made of what particular features of Articles 1 and 2?

Mr. Bremerman: Other unclassified service, referring specifically to circus train service, and as the basis of day's work and compensation are bound up together, we considered both together here.

Mr. Sheean: Now, that is covered in the schedules of some roads specifically?

Mr. Bremerman: All except practically 43 per cent of the engineers' schedules in the West.

Mr. Sheean: And under this proposal of all other unclassified service, taking a through freight rate, just what is shown in the Western territory to be the situation at the present time?

Mr. Bremerman: Well, the difference comes largely on the basis on which through freight rates are paid. For instance, 2 per cent pay through freight rates, with 200 miles for each move, and no overtime. 9 per cent pay through freight rates for 15 hours, or 150 miles for each move, including loading and unloading circus. 10 per cent pay freight rates actual time or miles, with a minimum of 100 miles for each move. 21 per cent pay through freight rates for 16 hours, or 160 miles if stopped to exhibit; including loading and unloading circus. 4 per cent pay local freight rates, minimum 4 hours switching; overtime at terminal delay rates after 4 hours switching. 5 per cent pay freight and overtime rates per hour all time on duty laying at points where no switch engine on duty. Minimum 16 in 24 hours.

Mr. Sheean: Well, now, the comparison on this part of this Article 2 of the request is carried out in the same way as your other exhibits, is it, Mr. Bremerman?

Mr. Bremerman: Yes.

Mr. Sheean: And following the summary at page 43, you show the details by roads and, by reference to the schedules of the different roads, where the different rules appear?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Is there any special comment upon that, beyond the statement of the summary as shown at page 43?

Mr. Bremerman: No, sir, except that the East and South-east are covered at page 46, showing the rules themselves rather than in column form.

Mr. Sheean: As to the West, you have attempted to classify them by columns?

Mr. Bremerman: Yes.

Mr. Sheean: And in the East and Southeast the summaries furnished there simply show the roads and schedule provisions?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, we come to page 47, Mr. Bremerman, which refers to the part of Article 1 reading, "All overtime will be computed on the minute basis." Will you just give us the comparison that is there made?

Mr. Bremerman: For the Western territory it shows that 42 per cent of the mileage paid overtime on what is known as the minute basis; and practically 13 per cent would pay on what might be grouped as the 15 minute basis; probably 45 per cent or more paid on what might be called the 30 minute basis.

Mr. Sheean: I wish you would just explain what is meant by these different bases, the 15 minute basis and 30 minute basis, —and if there is any disagreement about his definition of it, I wish you gentlemen would clear it up right here.

Mr. Bremerman: It is just a short way of expressing the several ways that are shown here. Here is "Less than 15 minutes not counted." Others pay in periods of 15 minutes; some do not pay less than 15 minutes, but count 15 minutes as a half an hour, and so forth. Other roads pay the time to the nearest quarter hour.

The Chairman: What do you mean when you say pay on

the 20 minute basis; that is, any service rendered is to be paid for on that basis, even though the time consumed does not aggregate 20 minutes?

Mr. Bremerman: Perhaps I gave too broad a definition of it. It varies somewhat, Mr. Chairman. For instance, under 30 minutes on some roads you will find that 30 minutes or less shall not be counted; others say that 30 minutes or over will count one hour.

The Chairman: In that instance, then, they pay on a 30 minute basis, do they not?

Mr. Bremerman: Yes. There is a variation of a minute or so there. It is just a short way of expressing it, but there are some variations.

Mr. Sheean: I note that it shows here that "less than 30 minutes not counted; 30 minutes or over counted one hour; after first hour actual minutes." For the purpose of convenience or for some other reason they have agreed on certain bases, and below a certain amount they disregard the time, and if it reaches a certain amount, in some cases, they get more than the actual amount. That is largely for the purposes of easy computation?

Mr. Bremerman: Yes.

Mr. Sheean: The 15 minute basis might be, say, that it was to be this: less than 15 minutes not counted, but 16 minutes or over counted a half hour?

Mr. Bremerman: Yes, or you might state it in another way; that it would be computed to the nearest 15 minutes. The effect would be practically the same.

Mr. Sheean: Now, in the West, what is the situation as to firemen; substantially the same in regard to these variations?

Mr. Bremerman: Substantially the same as the engineers, yes.

Mr. Sheean: For instance, I note here, "Computed nearest quarter hour; 5 minutes pays nothing; 10 minutes pays 15 minutes; 15 minutes pays 15 minutes; 20 minutes pays 15 minutes, etc." That covers 6.534 per cent of the mileage.

The Chairman: What do you mean by 20 minutes paying 15 minutes?

Mr. Sheean: It is computed to the nearest quarter hour in each case; 20 minutes would pay 15 minutes because it was nearer the 15 minute quarter.

The Chairman: Yes.

Mr. Sheean: I note that that 6.53 per cent of the total mileage, that same provision appears in the engineers' schedule, and the same percentage of mileage appears in the firemen's schedule.

Mr. Bremerman: That means it is the same rule.

Mr. Sheean: The same rule on the same roads; and those particular roads can be ascertained here by reference to the details in the same way as you have explained with the other parts of your exhibit?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, what is the situation in the East as to the method of computing overtime?

Mr. Bremerman: Well, as to both it varies somewhat. I think it can be said in a general way that they pay on the minute basis, except where the 30 minute or other basis has been preferred and held.

Mr. Sheean: In about what percentage is the 30 minute basis applied?

Mr. Bremerman: In through passenger service it is about 11 per cent, 30 minute basis; the same in the local; and about 10 per cent in through and local freight service. Other road service about 10 per cent.

Mr. Sheean: That is substantially the same as to the firemen in Eastern territory?

Mr. Bremerman: Substantially so, yes, sir.

Mr. Sheean: Now, as to the Southeast, about what is the situation there?

Mr. Bremerman: Well, in the different services you find more of the 30 minute bases. For instance, practically 89 per cent in passenger service on the 30 minute basis.

Mr. Sheean: Not 89, but 83 per cent, isn't it?

Mr. Bremerman: The two there, Mr. Sheean; one is the 30 minute basis and the other pays over 31 minutes. I have just bunched them together to state them shortly.

Through freight service, minute basis, 33 per cent, about; and the balance on the 30 minute basis.

Local freight about the same.

Work train service, 10 per cent on a minute basis; balance, 30 minutes.

Mr. Sheean: And as to firemen in the Southeast, is the grouping the same in each in a general way?

Mr. Bremerman: It would be except for the complication that 38 per cent have no schedules, and it destroys the comparison a little bit.

Mr. Sheean: The various methods or modes of computation, whether 5 minutes, 10 minutes, 15 minutes, or half an hour, are shown here in the summary, and the detail of it can be obtained on subsequent sheets?

Mr. Bremerman: Yes, I would say that ordinarily the firemen's method follows the engineers where they both have schedules on a road.

The Chairman: We will take a recess until 2:30.

(Whereupon, at 12:30 o'clock P. M., a recess was taken until 2:30 o'clock P. M.)

AFTER RECESS.

DAN H. BREMERMAN was recalled for further examination and having been previously sworn, testified as follows:

Mr. Sheean: Mr. Bremerman, you called my attention to some typographical error in one of the rates set out in this exhibit.

Mr. Bremerman: On page 30, in Column 4, the first item, three engines at the rate of 3.40, should be 4.40.

Mr. Sheean: That is opposite the Atchison, Topeka & Santa Fe?

Mr. Bremerman: Yes, sir. It also shows two other engines at 4.40. It appears correctly in the summary on page 26 in column 4.

Mr. Sheean: We had gotten to page 48, I think, Mr. Bremerman, in which the provision of Article 1, reading: "Overtime in passenger service will be computed and paid for on a basis of twenty miles per hour, at rate for each class of engine used."

Will you give us, please, the situation in the territories as to the basis of computation of overtime in passenger service?

Mr. Bremerman: For engineers in Western territory, 51 per cent computed and paid on basis of ten miles per hour.

3 per cent computed and paid on basis of 11 1/9 miles per hour.

- .7 per cent computed and paid on basis of $12\frac{1}{2}$;
- .7 per cent on basis of 15 miles per hour;
- .8 per cent on basis of 15 miles per hour, and paid on basis of 10 miles per hour.
- .2 per cent computed on basis of 18 miles per hour and paid on basis of 10 miles per hour.
- 2.3 per cent computed on basis of 20 miles per hour.
- 11.3 per cent computed on basis of 20 miles per hour, and paid at 10 miles per hour.
- .7 per cent computed at 20 miles per hour and paid $12\frac{1}{2}$ miles per hour.
- .9 per cent computed 20 miles per hour and paid flat rate.
- .6 per cent computed 22 miles per hour and paid flat rate.
- 4.7 per cent computed on schedule of train, and paid on basis of 10 miles per hour.
- 11 per cent computed on schedule of train, and paid on basis of $12\frac{1}{2}$ miles per hour.
- 4.7 per cent computed on schedule of train and paid flat rate.
- Delays over two hours at any point paid flat rate, $6\frac{1}{2}$ per cent.

Mr. Sheean: What is the situation as to firemen in the Western territory? Is there any substantial difference between engineers and firemen?

Mr. Bremerman: There are variations, but substantially they are the same.

Mr. Sheean: Now, there is shown under the head of Engineers Computed and Paid on Basis of 20 miles per hour, 2.39 per cent, which basis is the basis of the request.

Mr. Bremerman: Yes, sir.

Mr. Sheean: What road or roads computes and pays in passenger service in that manner in the Western territory to engineers?

Mr. Bremerman: That will be found on page 49, column 4, the Kansas City Southern main line and the Wabash Railroad.

Mr. Sheean: The note as to the Wabash Railroad shows what?

Mr. Bremerman: Is on "Branch and Specified Runs, not paid on a mileage basis; overtime will be allowed pro rata after 10 hours."

Mr. Sheean: Now, in Eastern territory do you find any

road or roads which computes and pays overtime in passenger service on the basis of 20 miles per hour?

Mr. Bremerman: For engineers in the Eastern territory, the computation or speed basis is 20 miles per hour in 96 per cent of the mileage.

Mr. Sheean: But, in that 96 per cent of the mileage, how many pay, under their schedule, upon the basis of 20 miles per hour?

Mr. Bremerman: The rate is a flat one of 50 cents per hour for 92.60 per cent, and 50 cents per hour, except branch runs 42.50, on practically 5 per cent. Pro rata (which is practically 20 miles per hour) is one per cent, and that is in through passenger service.

Mr. Sheean: On what road or roads in the Eastern territory, is the payment of overtime pro rata on the basis of 20 miles per hour?

Mr. Bremerman: On page 8, for engineers in through passenger service (which page combines bases of day and overtime), it is the Rutland shown in the note under the heading "Engineers."

Mr. Sheean: And the Rutland Railroad in mileage is 1.003 per cent of the mileage of Eastern territory?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, I wish you would explain, Mr. Bremerman, what is meant by the computation on the basis of 20 miles per hour and paid on a basis of 10 miles per hour?

Mr. Bremerman: The computation as here used is the speed basis; that is, in running 100 miles, say at a speed basis of 20 miles per hour, overtime would commence after 5 hours. The rate, or how it is paid, is different. It is paid in the case of the Rutland at 20 miles per hour. For every hour overtime accrues, 20 miles are allowed, or the equivalent of 20 miles. It is one method of explaining the value of an hour's work in miles to say that overtime is allowed at the rate of 20 miles per hour.

Mr. Sheean: Now, in the computation on one basis and payment on another, I wish you would, if you please, explain just how that is done. Take that one example shown on Western territory, computed on the basis of 20 miles per hour and paid on the basis of 10 miles per hour.

Mr. Bremerman: On a 100-mile run made in 6 hours, over-

time would accrue after 5 hours. In other words, one hour's overtime, for which the equivalent of 10 miles in pay would be allowed. It is computed on the basis of 20 miles per hour, but paid for at 10 miles per hour.

Mr. Sheean: Now, the variations as to method of computation and method of payment in the Western territory, both as to engineers and firemen, are shown in the first column on page 48. That is correct, is it?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And the middle column shows what variations there are in the Eastern territory as to engineers and firemen?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, in the Eastern territory, as to engineers, 92.67 of all overtime that accrues is paid for at the rate of 50 cents per hour?

Mr. Bremerman: Yes, sir.

Mr. Sheean: In firemen, 95.34 per cent of the overtime that accrues in passenger service is paid for at the rate of 30 cents per hour?

Mr. Bremerman: In local passenger service.

Mr. Sheean: In local passenger service?

Mr. Bremerman: The through is 95.34.

Mr. Sheean: In which, also, whether in freight or passenger service, the overtime that accrues is at a flat rate of 30 cents per hour?

Mr. Bremerman: This covers passenger only.

Mr. Sheean: Did I say freight?

Mr. Bremerman: Yes.

Mr. Sheean: Well, I meant to say in passenger service, whether main or branch, over 95 per cent of the overtime that accrues is paid at the flat rate of 30 cents per hour?

Mr. Bremerman: That is 95 per cent of the mileage.

Mr. Sheean: Yes, 95 per cent of the mileage. Now, what is the situation in the Southeastern territory as to the computation and payment of overtime in passenger service?

Mr. Bremerman: As to engineers, 72 per cent compute on the basis of 20 miles per hour;

8 per cent, 25 miles per hour;

and 20 per cent is based on the schedule of the train, with qualifications for each.

Mr. Sheean: What do you find as to the rates of payment when overtime is thus computed, in the Southeast?

Mr. Bremerman: 46 per cent pays 60 cents per hour; with an exception;

48 per cent pays 65 cents per hour; and

.3 of one per cent pays 70 cents per hour;

5.8 per cent pays 75 cents per hour.

Mr. Sheean: What, if any, exceptions are shown as to the rates on branch lines in the computation of overtime?

Mr. Bremerman: Of those that compute on the basis of 20 miles per hour, 7 per cent have another provision in certain territory taking care of overtime after the schedule of train.

3 per cent pay through runs on 20 miles per hour, and branch runs after 12 miles per hour.

17 per cent, branch runs after specified time is exceeded.

Of the roads computing on 25 miles per hour, 2 per cent except branch line service after 12 hours;

6 per cent except specified runs.

Of those that relate the overtime computation to the schedule of the train, 4 per cent except on specified runs;

15 per cent except extra passenger trains, 20 miles per hour;

.4 of one per cent pay after 6 hours except specified runs.

Mr. Sheean: Now, as to the firemen in the Southeast, what is the situation as to the computation of overtime, and also as to the rates which apply to overtime in passenger service?

Mr. Bremerman: 37 per cent compute on the basis of 20 miles per hour.

6 per cent on the basis of 25 miles per hour.

19 per cent relate the overtime to the schedule of the train; and 38 per cent we have no schedules available for.

Mr. Sheean: And the rates which are made applicable to the overtime thus ascertained are what?

Mr. Bremerman: The rates vary from 30 to 40 cents;

8 per cent, 30 cents;

1½ per cent, 32 cents per hour;

7.2 per cent, 33 cents per hour;

6.2 per cent, 34 cents per hour;

23.5 per cent, 35 cents per hour;

15.1 per cent, 36 cents per hour;
 .4 of one per cent, 40 cents per hour, and
 38 per cent for which we have no schedules.

Mr. Sheean: Before passing from this summary, Mr. Bremerman, will you also explain just what is meant by the computation and payment of overtime, pro rata?

Mr. Bremerman: The payment of overtime pro rata is its payment on the same basis at which it is computed ordinarily. That is, when overtime accrues, say after five hours, the overtime rate, pro rata, would be one-fifth of the daily rate.

Mr. Sheean: And that carried out to various fractions of the hour, dependent upon these other provisions to which you have referred as to computing certain fractions of an hour?

Mr. Bremerman: In connection with the minute basis?

Mr. Sheean: Yes.

Mr. Bremerman: But as a thirty minutes, or a fifteen minutes, or a minute basis.

Mr. Sheean: The detail of what is shown on the summary at page 48, appears on what following pages?

Mr. Bremerman: For the West it appears on pages 49, 50, 51 and 52; but for the East and Southeast, reference is made on the bottom of page 48, to pages 8 to 11.

Mr. Sheean: I think you explained this morning that on pages 8 to 11, the information furnished as to the East and Southeast, combined both the basis of the day's work and the overtime.

Mr. Bremerman: Yes.

Mr. Sheean: So that, under the heading of "Basis of Day's Work and Overtime," the information as to overtime in the East and South is also shown as pages 8 to 11?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Turning now to page 53, the part of Article 1 which applies to overtime in through and local freight service, will you explain, if you please, just what the situation is in the various territories as to the present basis of computing any paying overtime in through and local freight?

Mr. Bremerman: The engineers in Western territory, 84 per cent of the mileage computed and paid on the basis of 10 miles per hour.

1.7 paid for time delayed 1 hour beyond schedules in excess of 10 hours, at pro rata rates.

1.7, time in excess of schedule plus 29 minutes, paid rate of 55 cents per hour, all engines except Mallet, 60 cents.

3 per cent computed and paid on basis of 11 1/9 miles per hour.

1.8, dividing the road, the D. & R. G., that is, between Utah and Colorado lines. In Utah the basis is 12 miles per hour; in Colorado 30 minutes in excess of schedule 51 cents per hour.

.7 per cent computed and paid on basis of 12 1/2 miles per hour.

5 per cent in local service computed on basis of 10 miles per hour, paid 55 cents per hour.

Through freight on basis of 12 1/2 miles per hour, paid 50 cents per hour.

Mr. Sheean: As to the firemen, is there a somewhat similar situation as to the roads on which overtime in through and local freight is computed and paid?

Mr. Bremerman: There are some variations but, generally speaking, they follow along about the same.

Mr. Sheean: In the Eastern territory, as to both engineers and firemen, in through freight, 99.9 per cent apparently are both computed and paid for on the basis of 10 miles per hour?

Mr. Bremerman: Yes, sir.

Mr. Sheean: As to local freight, 95 per cent of the engineers and over 99.9 per cent of the firemen are both computed and paid on the basis of 10 miles per hour in Eastern territory?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Do you find for through and local freight service any schedule in any part of the country in which the overtime is computed and paid for in the manner embodied in this part of Article 1 of the request?

Mr. Bremerman: No, sir.

Mr. Sheean: What is the situation in the Southeastern territory as to the computation and payment of overtime in through and local freight service?

Mr. Bremerman: As to engineers in through freight, 42 per cent 11 miles per hour; 4 per cent pay after 8 hours; 51 per cent 12 1/2 miles per hour; 2 per cent 15 miles per hour.

The rate varies from 48 to 70 cents per hour. In local freight, computation at 10 miles per hour prevails on 85 per cent of the mileage; 11 miles per hour on 7.7; after 9 hours on

.4 per cent; 12 miles per hour, 2 per cent; after 12 hours .7 per cent, and arbitrary overtime limits, 3.7 per cent, running from 55 to 70 cents per hour.

As to firemen in Southeastern territory, 41.8 per cent computed 11 miles per hour; 20 per cent 12½ miles per hour.

As to rates, 7 per cent pay pro rata. The rest pay from 30 to 40 cents per hour, taking into consideration, of course, the 38 per cent of the mileage for which we have no schedules.

Mr. Sheean: In local freight in the Southeast.

Mr. Bremerman: 50 per cent compute at 10 miles per hour; 7.8, 11 miles per hour; 4 per cent based on scheduled time.

The rates 7 per cent pro rata, and varying from 30 to 39 and 42 cents, for the balance of the percentage, except the 38 for which we have no schedules.

Mr. Sheean: The detail as to the various methods of computing and paying for overtime in through and local freight, which is summarized at page 53, is shown on what pages?

Mr. Bremerman: For Western engineers, page 54; Western firemen, page 55; and the overtime rates and computation on pages 15 to 18, both inclusive.

Mr. Sheean: As to the East and Southeast?

Mr. Bremerman: Yes, sir.

Mr. Sheean: On pages 56 and 57, showing the detail of engineers and firemen in Western territory, there is carried out the number of minutes disregarded, and where payment is made at certain fractions of the hour, a certain number of minutes?

Mr. Bremerman: It relates to the minute basis for overtime in the proposal. That is, the detail.

Mr. Sheean: And that detail is the same as is summarized on the preceding pages?

Mr. Bremerman: We discussed that summary before the recess.

Mr. Sheean: Now, as to rates of pay, Mr. Bremerman, is that the next part of the exhibit?

Mr. Bremerman: Page 58.

Mr. Sheean: Yes.

Mr. Bremerman: Pages 58, 59, 60, 61, 62 and 63 purport to give the basis of present schedule rates of pay of engineers and firemen in passenger, freight and switching service. That is, it is the basis of pay appearing in the various schedules in

the Western territory, as indicated by the headings, "Weight on Drivers," "Toal Weight of Engine," "Size of Cylinders," "Tractive Power," "Local Classification," and the total.

Mr. Sheean: Now, will you explain, if you please, just what you mean by the designation, "Local Classification," carried at the top of the next to the last column?

Mr. Bremerman: It is covered by the footnote, and means all classes where rates are paid according to name, type or number designation of engines, without uniform reference to Weight, Size of Cylinders, Tractive Power, etc. It was prepared from information furnished by the roads.

Mr. Sheean: Now, under the first column "Weight on Drivers," you show the total number of engines on which a rate is taken because of weight on drivers.

Mr. Bremerman: Yes.

Mr. Sheean: And the percentage shown in the second column, indicates for each road what percentage of the engines for that road takes a rate because of weights on drivers.

Mr. Bremerman: Because the total, 14.8 per cent, shows for all engines in the territory in passenger service.

Mr. Sheean: Well, now, as to each road, where they carry out in the second column headed "Per Cent," what does that show, Mr. Bremerman, or what is that designed to show? Take, for instance, the El Paso & Southwestern, shown in column 1, "Number of Engines, 30." Column 2, "Per Cent, 100."

Mr. Bremerman: Every one of the El Paso & Southwestern engines carries a rate for engineers in that service that is based on weights on drivers.

Mr. Sheean: And, then, coming down to the Southern Pacific Company—Pacific System, "Number of Engines, 181." Second column, "Per Cent, 35.9." Just what do those two columns mean?

Mr. Bremerman: Thirty-five and nine-tenths per cent of the passenger engines on the Southern Pacific have rates for engines based on weight on drivers of the engines.

Mr. Sheean: Then, of the remaining passenger engines of the Southern Pacific System, if you will just run through as to the Southern Pacific, so as to illustrate the manner in which this table is prepared?

Mr. Bremerman: Sixty-four per cent of the passenger

engines is shown in column 6 to have rates for engineers based on size of cylinders, making the total of 504 engines, or 100 per cent for that road.

Mr. Sheean: Now, on total weight of engines, Mr. Bremerman, the second column here in the engineers' schedule of pay, that column appears to be entirely blank in passenger service.

Mr. Bremerman: Yes, sir.

Mr. Sheean: But you have used the uniform form throughout the different classes of service.

Mr. Bremerman: Yes, sir, we have, right through.

Mr. Sheean: In rates of pay based upon size of cylinders, shown in the third column, what is the situation in the Western territory as to passenger engines?

Mr. Bremerman: Taking the territory as a whole, 59 per cent of the passenger engines carry rates for engineers based on the size of cylinders.

Mr. Sheean: And what per cent based upon local classification?

Mr. Bremerman: Twenty and seven-tenths per cent, taking the territory as a whole.

Mr. Sheean: And in the territory as a whole, what number of passenger engines do you show as the total number on which this distribution is made on this sheet?

Mr. Bremerman: Six thousand, six hundred and eighty.

The Chairman: Why was the number of engines omitted in the first column?

Mr. Sheean: The first column?

The Chairman: Yes.

Mr. Sheean: Because in that particular road, as I understand it, they had no engines which had a rate of pay based on weight on drivers. For instance, running across the first column, follow me, Mr. Bremerman, and correct me if I am in error in making this statement in reply to the Chairman's question.

The Atchison, Topeka & Santa Fe Eastern Lines had no engines which take a rate because of weight on drivers. No engine which took a rate because of total weight of engine. They had 151 passenger engines, the rate on which was fixed because of the size of cylinder, and that was 100 per cent of the passenger engines. So that the Atchison, Topeka & Santa

Fe—Eastern Lines, had all passenger engines rated on the basis of size of cylinder.

Mr. Sheean: Mr. Bremerman, in carrying out in each of these columns the percentages as to each line, you show what percentage of the engines on that line are rated in one way, and what in another, and that indicates there are two different bases of pay?

Mr. Bremerman: Yes.

Mr. Sheean: But in the passenger service, as to engineers, the basis of pay on the mileage percentage comprises 59.4 per cent of the mileage of the territory, based on size of cylinder?

Mr. Bremerman: No, not mileage. Percentage of the engines.

Mr. Sheean: Yes. Just state it in your own way. I see that I am wrong.

Mr. Bremerman: 59 per cent of the passenger engines in the Western territory carry rates for passenger engineers that are based on size of cylinders.

Mr. Sheean: And, this information as to the number of engines which take a certain rate was furnished you in response to queries sent to the roads separately, or furnished to the Conference Committee of Managers?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, turning to page 59, what is the situation as to the basis of pay for firemen in Western territory?

Mr. Bremerman: In passenger service, 51.6 per cent based on size of cylinders; 13.5 per cent based on weight on drivers; 5.1 per cent based on tractive power; and 29.8 per cent on local classification.

Mr. Sheean: And those local classifications are explained in the footnote, as to just what you mean by local classification?

Mr. Bremerman: Yes, sir.

Mr. Sheean: I note, Mr. Bremerman, that under the head of "Tractive Power," there are shown 338 engines in passenger service?

Mr. Bremerman: Yes.

Mr. Sheean: Those are the Canadian Lines, are they not? The passenger engines have the basis of pay there based on the tractive effort of the locomotives?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And also the Duluth, Winnipeg & Pacific, shown under Canadian Northern?

Mr. Bremerman: Yes.

Mr. Sheean: In the engineers' schedules, those are also the only roads in which the basis of pay is made tractive power?

Mr. Bremerman: Yes.

Mr. Sheean: Now, on page—

Mr. Shea: Just one moment.

Mr. Sheean: Yes.

Mr. Shea: I notice on page 58 you report 151 engines on the Santa Fe which base the rate of pay upon paying the engineers on size of cylinders, whereas, on the next page, page 59, for the Santa Fe, for the firemen, you only show 40 locomotives.

Mr. Sheean: The number is shown in the last column, Mr. Shea, as 151; of which 40 took a rate because of the size of cylinders, and 111 took rates on local classification. That is, do you assent to my explanation, Mr. Bremerman?

Mr. Bremerman: Yes, that is correct.

Mr. Byram: The firemen and engineers are not the same?

Mr. Bremerman: No, sir, they are on a different basis, the two schedules.

Mr. Sheean: Of the 151 engines shown on the Santa Fe, the engineers' rate of pay is based on size of cylinders as to all of those engines. Of the same 151 engines, the firemen's basis of pay is on size of cylinders as to 40, and local classification as to 111.

Mr. Bremerman: Yes.

Mr. Sheean: Does that clear that up, Mr. Shea?

Mr. Shea: Yes.

Mr. Sheean: Page 60, Mr. Bremerman, shows the same information as to freight service?

Mr. Bremerman: For engineers.

Mr. Sheean: For engineers?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, will you just tell us what is the situation as to engineers, and the basis of their pay in Western territory?

Mr. Bremerman: The bases for the different roads are shown for each road as in the preceding statements, and taking the territory as a whole, 29 per cent is based on weight on driv-

ers; 25 per cent on size of cylinders; 13 per cent on tractive power; and 32.5 per cent on local classification.

Mr. Sheean: Those percentages being made up of a total of how many engines?

Mr. Bremerman: 15,837.

Mr. Sheean: Now, as to firemen in freight service, what are the classifications and the relationship between them?

Mr. Bremerman: For the territory as a whole, 22.4 per cent are based on weight on drivers; 37.6 per cent on size of cylinders; 5.5 per cent on tractive power; 34.5 per cent on local classification.

Mr. Sheean: In that, Mr. Bremerman, the same matter, or another angle of the same matter to which Mr. Shea referred a moment ago, is shown in the report of the rates of pay of engineers, where you show the schedule rates of pay as to engineers on 15,837 locomotives?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And the rates of pay as to firemen on 15,739 engines?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Will you explain, in just what manner that discrepancy arises, if it be a discrepancy?

Mr. Bremerman: The reason, as I recall it now,—it has been some time since I handled the forms,—is that on certain of these roads, the N. O. T. & M. and others, we have no schedules or rates for firemen.

Mr. Sheean: That is, you called attention to the fact here before, that in the Southeast quite generally, or perhaps not quite generally, but that about 38 per cent in the Southeast do not have firemen's schedules?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And in part of the territory here there are no firemen's schedules?

Mr. Bremerman: In the introductory, we showed that on some eight or ten roads we had no schedules for firemen; and there are no schedules for firemen on the Y. & M. V., N. O. T. & M., and Beaumont, Sour Lake & Western.

Mr. Sheean: And those roads do have schedules as to engineers?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Therefore, there would be more engines covered by the schedules of engineers than would be covered by the schedules for firemen?

Mr. Bremerman: Yes.

Mr. Sheean: Because certain roads reporting engines report engineers' schedules, and report no schedules as to firemen.

Now, page 62 makes what comparison?

Mr. Bremerman: This is the present schedule of rates of pay of engineers in switching service and shows all freight under the local classification.

Mr. Sheean: That is, as to switching service in the Western territory you find no schedules in which the rates of pay are based on weight on drivers, or size of cylinders, or tractive power?

Mr. Bremerman: Uniformly.

Mr. Sheean: That is what I meant to say, uniformly based on that.

Mr. Bremerman: Yes, sir, generally based on classification of yards.

Mr. Sheean: Does the same situation obtain as to firemen in switching service?

Mr. Bremerman: On page 63 it is shown that some 359 engines out of a total of 4,644 are based on size of cylinders, or 7.7 per cent, according to the reports of the roads.

Mr. Sheean: What are the two roads, which, in switching service, have part of their engines in switching service covered by firemen's rate, based on size of cylinders?

Mr. Bremerman: Thirty engines on the Chicago & Western Indiana, 329 engines on the Chicago, Rock Island & Pacific, and Rock Island & Gulf.

Mr. Sheean: Coming to page 64, Mr. Bremerman, from there on will you just explain what has been assembled, and the manner in which there has been assembled the information which follows?

Mr. Bremerman: May we turn to page 66 first. Here is shown the roads in the standard order. Following that the schedule of rates taken from the schedules themselves. Then to relate those rates in the schedules to the proposals under the weight on drivers basis requested, we have distributed the rates

in the respective columns, and that shows by small index figures, or what is called the superior figure, the number of engines in the month of April, 1913, that took the rate which accompanies it.

Mr. Sheean: At the risk of repetition, Mr. Bremerman, I am going to have you explain that just a little bit more in detail, and by illustration. Take, for instance, the Atchison, Topeka & Santa Fe, Eastern lines, shown as the first one on page 66. Now, will you show the manner in which these engines are distributed under the different headings of weight on drivers.

Mr. Bremerman: The schedule rates column shows that engines under 18 inch cylinder take a 4.15 rate in both territories shown, and those engines weighing less than 80,000 pounds are shown in column one.

In the month of October, 1913, 18 of those engines were in service and took that rate. Also 59 engines taking the 4.40 rate, and weighing less than 80,000 pounds were in service in that month.

Mr. Sheean: Where do you obtain the information that 59 engines which now take a 4.40 rate would fall under the classification of less than 80,000 pounds on drivers?

Mr. Bremerman: From the reports of the railroads furnished by the Conference Committee.

Mr. Sheean: And as to the second column, 80,000 to 99,999.

Mr. Bremerman: The same reports show that in the month of October, 1913, 85 engines falling within the limits of 80,000 to 99,999 took the rate of 4.40.

Mr. Sheean: So, throughout all of this distribution across the page, 66.

Mr. Bremerman: The columns that are numbered. That applies to all columns that are numbered that are to the right of the column headed "Schedule Rates." The black faced type at the top are the Proposals, and are put there for ready reference and comparison between what is at present paid and what is asked for. It is designated to the left as proposed rates in valley districts, add 10 per cent where grade is 1.8 per cent or over.

Mr. Sheean: That is, Mr. Bremerman, in the distribution upon page 66, as between these different weights on drivers, is shown here all of the engines now taking a certain rate, how

far or how wide they would spread if the schedule based on weights on drivers were effective.

Mr. Bremerman: The proposed schedule?

Mr. Sheean: The proposed schedule.

Mr. Bremerman: Yes, sir.

Mr. Byram: As to the rates shown here as the present rates, do they include these engines running on mountains as well as in valleys?

Mr. Bremerman: You will find under Canadian Pacific, in column 3, for instance, a note designation there of a dot and a circle, which indicates mountain rates not comparable with proposed rates shown above until 10 per cent is added to latter.

Mr. Sheean: Is that all, Mr. Byram?

Mr. Byram: I just wanted to find out if there was anything to be added to any of these rates, in the body of the table on account of mountain service, as provided in this proposition.

Mr. Sheean: No, the first column, Mr. Byram, is: "Proposed rates in 'Valley' districts, add 10 per cent where grade is 1.8 per cent or over." Now the heavy faced type shown across the page is extended along the valley rate.

Mr. Byram: That is what I mean.

Mr. Sheean: So that under the proposal here, if you are comparing that fourth column of 5.00 with 5.65, for instance, mountain rates, shown below, you would have to add 10 per cent to the 5.00 in order to put it on a comparable basis.

Mr. Byram: That is what I mean.

Mr. Sheean: Now, Mr. Bremerman, taking the Santa Fe there, you have page 66.

Mr. Bremerman: Yes, sir.

Mr. Sheean: If I understand this exhibit correctly, it is shown that there are 59 engines taking a rate of 4.40 at the present time, which under the proposal would take 4.50?

Mr. Bremerman: Yes, sir.

Mr. Sheean: There are 85 engines now taking a 4.40 rate which under the proposal would take a rate of 4.60, in the valley territory?

Mr. Bremerman: Yes, sir.

Mr. Sheean: There are 114 passenger engines now taking a rate of 4.40 which would take a rate of 4.80 under the proposal?

Mr. Bremerman: Yes, sir.

Mr. Sheean: There are now 151 engines in passenger service taking a rate of 4.40 which would take a rate of \$5.00 under the proposal?

Mr. Bremerman: Yes, sir.

Mr. Sheean: There are 31 engines taking a rate of 4.40 which would take a rate of 5.15?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And 11 taking a present rate of 4.40 which under the proposal would take a rate of 5.35?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And one engine taking a rate of 4.40 which would take a rate of 5.50?

Mr. Bremerman: Not one; is one shown there?

Mr. Sheean: No, none shown.

Mr. Bremerman: There is none shown for that one there. Those that have index figures were taken from another report, but where there is no index, none shown, it indicates that no such engine as that was used in passenger service during the month of October, 1913.

Mr. Sheean: But it would take that rate?

Mr. Bremerman: If it were used.

Mr. Sheean: I see. Now, then, by referring back, Mr. Bremerman, of all these engines thus spreading under the proposal between seven different rates, by referring back to the part of the exhibit which we last passed, are you able to tell what the present basis as to engines is whereby all of these passenger engines thus distributed here take this same rate?

Mr. Bremerman: I think that was evident at page 66 itself under the heading "Schedule Rates." It shows the schedule provides engines under 18 inch cylinder 4.15; engines 18 inch cylinder and over, except Santa Fe and Mallet type and Consolidations between Pueblo and Denver, 4.40.

Mr. Sheean: So that in the present schedule of the Santa Fe, engines having 8 inch cylinders and over, excepting the Santa Fe and Mallet type and Consolidations between Pueblo and Denver, take a uniform rate of 4.40 in passenger service?

Mr. Bremerman: Under and over.

Mr. Sheean: Under and over?

Mr. Bremerman: Yes.

Mr. Sheean: And under the proposal it would cause a

spread in rates on those engines into these seven different classifications of the engines which were used in October?

Mr. Bremerman: You said 8 inch cylinders. You meant 18.

Mr. Sheean: 18, yes. Now, is this same information thus carried out as to each of the lines?

Mr. Bremerman: The same method of computation for each line.

Mr. Sheean: Yes, I meant to say "method of computation."

Mr. Shea: Before you get away from that, I want some information on page 66. Take the road that you were treating, the Atchison, Topeka & Santa Fe. Now, does that show the number of engines in service carrying the different rates as they would be distributed under the weight on drivers basis?

Mr. Bremerman: Yes, in that particular month, October, 1913.

Mr. Shea: Well, now, to get the total number of locomotives, you would add all these numbers together?

Mr. Bremerman: Yes, sir.

Mr. Shea: Well, now, turning back to page 58, for the Atchison, Topeka & Santa Fe, the rates of pay for the engineers are based on the size of cylinders, are they not?

Mr. Bremerman: Yes, sir.

Mr. Shea: And shows 151 locomotives?

Mr. Bremerman: Yes, sir.

Mr. Shea: Now, what month does that represent?

Mr. Bremerman: That is not based on any specific month. It is the total engines owned which are assigned to passenger service, and was sent out and perhaps is more recent than October, 1913.

Mr. Shea: Well, I notice there is quite a discrepancy. You only show 151 locomotives on page 58, whereas, you show, on page 66, all those added together would total about 490.

Mr. Sheean: Well, on page 58, Mr. Shea, they show all the engines of the Eastern Lines, and the Western Lines are shown blank. There are no engines reported from the Western Lines on page 58.

Mr. Bremerman: Yes, there are 185.

Mr. Shea: 185?

Mr. Bremerman: On page 58, total of the system, Eastern and Western lines together.

Mr. Shea: Take the Atchison, Topeka & Santa Fe, Eastern Lines, I understood Mr. Sheean to say that that represented the Eastern Lines.

Mr. Sheean: 151 on the Eastern Lines, yes.

Mr. Shea: On page 66.

Mr. Bremerman: No, that is the Eastern and Western Lines.

Mr. Shea: Why do you treat the subject differently on different pages?

Mr. Bremerman: Well, there is one schedule covers the Eastern and Western lines in this respect, showing the schedule rates, and in sending out the forms for the information on page 58, it was sent to each of the two General Managers, and was shown in that form. There is no particular reason. They could be combined.

Mr. Shea: Well, there is quite a discrepancy there, by combining both systems, in the number of engines on both systems on page 58, compared with the number of engines on page 66. There is still a difference of a hundred and fifty odd.

Mr. Bremerman: Well, all I can say is page 66 represents the engines that were actually in service in that month. There may have been some freight engines in the passenger service that month, and there would be less shown here.

Mr. Shea: Well, I understand that page 66 shows the number of engines that, if they were distributed under the different weights on drivers, giving the total number of engines for the entire system, would be 490, according to your figures; but on page 66 there is such a discrepancy I wondered whether it was a typographical error or what it was.

Mr. Bremerman: I don't think so, Mr. Shea. Page 66 represents the engines that were actually used in passenger service, not the engines that were owned.

Mr. Shea: Well, now, take passenger engines on page 66. How many does that represent?

Mr. Bremerman: I add it 489. Is that what you get?

Mr. Shea: Four hundred and ninety.

Mr. Sheean: Perhaps you are counting the 4.40 as one.

Mr. Shea: Yes.

Mr. Sheean: That is where you are wrong.

Mr. Shea: Now, take the total number of engines on page 58.

Mr. Bremerman: Three hundred and thirty-six.

Mr. Shea: Where do you get 336?

Mr. Bremerman: I add 185 to 151. That makes 336.

Mr. Shea: I know, but that would be 309 as against 489.

Mr. Bremerman: Three hundred and thirty-six.

Mr. Shea: One hundred and fifty-one and 158.

Mr. Bremerman: One hundred and eighty-five. There is a difference of 154 engines, as I make it.

Mr. Shea: What month do these two tables represent?

Mr. Bremerman: This table represents what the Santa Fe considers are its passenger engines, and what rates they take, as they report them.

Mr. Shea: For what month would that be? What month did they give you, stating that they had 151 locomotives in passenger service?

Mr. Bremerman: October, 1914, was about the time the forms were sent in.

Mr. Shea: Now, when was the report made as indicated on page 66?

Mr. Bremerman: For the month of October, 1913.

Mr. Shea: Didn't they have as many engines in the passenger service in October, 1914, as they did in October, 1913?

Mr. Bremerman: Page 58 does not necessarily represent all of the engines that are in passenger service. It represents, perhaps, (and I think that is the correct assumption now) that it represents those engines which they consider passenger engines under their schedules, and how the rates are based. On page 66 they give the actual engines that were used in passenger service in October, 1913.

Mr. Shea: Then, on page 66 that must give the actual locomotives that were in passenger service in October, 1914?

Mr. Bremerman: Nineteen thirteen.

Mr. Shea: Both the same month?

Mr. Bremerman: No, this is October, 1913. Page 58 was a report rendered in October, 1914.

Mr. Shea: There are not that many passenger engines difference. That is, I assume there is not. That is all. I wanted to just get clear on that.

Mr. Byram: Does not that mean that those are the engines that are rated as passenger engines, although they may be used in other service, probably, and the fact, as I understand it, is that one represents the number of engines used by the company that might be considered passenger engines, and the other represents engines actually in passenger service?

Mr. Bremerman: In this month of October, 1913?

Mr. Byram: Yes.

Mr. Bremerman: Yes.

Mr. Burgess: But, by inserting the number of engines on page 66, it would show a greater expense to the company if this proposal was granted, because you would have a multiplication of the engines.

Mr. Sheean: No, not necessarily.

Mr. Burgess: Yes, you would have 154 engines which you did not show on page 58.

Mr. Sheean: It might be that on one day, Mr. Burgess, one of these engines might be used. There is no claim here, and no effort to show that all of these were used continuously, or would be used continuously, but that during that month, possibly for one day, one engine might fall under this spread of rates, or would fall under this spread of rates.

Mr. Burgess: Yes, but Mr. Sheean, if one was charged with the duty of trying to honestly and fairly find out from this exhibit what the increase would be to the company on this particular point in this exhibit, and if there were 154 engines shown on page 66 that did not show on page 58, would you say that trying in a commonplace way to find out how much money that would be, that he would have more engines to compute there, and consequently it would raise to a higher figure the outlay of the company?

Mr. Sheean: Oh, if anyone attempted to figure cost from this exhibit, yes; but there is no purpose nor intent, nor is the exhibit offered in connection with, or as a part of the computation of costs; but it is only showing the engines which, in service, may fall, or do fall in operations under actual rates, and what those engines, if actually operated in the same way, would fall under.

Mr. Burgess: But to a layman, Mr. Sheean, if you showed that you had to pay an increased rate on 400 engines, it would

lead that layman to believe that it would be more money out of your pocket than if you only paid the rate on 200 engines, would it not?

Mr. Sheean: Well, yes; if you had the idea, Mr. Burgess, that this exhibit was offered for the purpose of showing anything as to cost, I want to clear that up now, because the particular exhibits with reference to probable increased cost, will be covered by another set of exhibits; and, the purpose and object of this exhibit is simply to show what spread in rates there is, or would be, under the proposal, if the proposal was in existence during a particular month.

Now, Mr. Bremerman, following page 67, how many pages are covered by the same information?

Mr. Bremerman: As to engineers it continues to and including page 69.

Mr. Sheean: Then, is that information from pages 66 to 69 summarized?

Mr. Bremerman: Yes, it is summarized on page 64.

Mr. Sheean: Now, at page 64, Mr. Bremerman, will you—or before we come to page 64, I think perhaps you had better give where the detail is shown, or whether the information is obtained which is summarized under the heading of Eastern territory and Southeastern territory.

Mr. Bremerman: It follows the firemen, and appears on page 76 for Eastern engineers, page 77 for Eastern firemen, and page 78 for Southeastern engineers and firemen.

Mr. Sheean: Was this information as to these other territories obtained in the same way as the information pertaining to Western territory?

Mr. Bremerman: It came from the roads; it came to the Conference Committee through the Bureau of Information of the Eastern Railroads.

Mr. Sheean: Going back then to page 64, will you state, if you please, the summary as to rates thus compared, with the proposed rates in Western territory?

Mr. Bremerman: In column 1, falling in the class of weight on drivers less than 80,000 pounds, as compared with the request of 4.50 valley territory, four engines take a 3.65 rate; 443, 4.15; 183, 4.20; four, 4.25; 58, 4.30; 1,001, 4.40; one, 4.45;

eight, 4.50; one, 4.60; four, 4.65; three engines in mountain territory, 4.90.

Mr. Sheean: In Eastern territory, what are the rates and number of engines?

Mr. Bremerman: Fourteen engines, 4.15; one thousand and seventy-one, 4.25; five, 4.30.

Mr. Sheean: Southeastern territory.

Mr. Bremerman: Twenty-two take a 4.15 rate; twenty-one take rates of 3.90, 4.00 and 4.25; two hundred and sixty, 4.25; sixty-eight, 4.40.

Mr. Sheean: Now, on the next column, Mr. Bremerman, 80,000 to 100,000?

Mr. Bremerman: In the West, four engines take 3.65; fourteen, 4.15; one, 4.25; one, 4.35; eight hundred and twenty-six, 4.40; fifty-two, 4.50; fifty-one, 4.55; forty-five, 4.60; one, 4.65; one, 4.90.

Mr. Sheean: That one of 4.90 is mountain?

Mr. Bremerman: Mountain territory.

Mr. Sheean: In the Eastern territory what are the rates upon the engines of that class?

Mr. Bremerman: Two, 4.15; one thousand and ninety-nine, 4.25; five, 4.30.

Mr. Sheean: I don't want to read into the record, Mr. Bremerman, all of those. On each of these classes as classified on the proposed basis, are shown for both Western, Eastern and Southeastern territories.

Mr. Bremerman: Yes, sir.

Mr. Sheean: As to engineers?

Mr. Bremerman: Yes, sir.

Mr. Sheean: This summary shown on page 64, covers all of the engines reported by the railroads and falling under these classifications?

Mr. Bremerman: Yes.

Mr. Sheean: What is the highest rate reported in Eastern territory on any engines there in operation?

Mr. Bremerman: In column 6, a rate of 4.85 for two engines. I have since been informed by the Bureau of Information that these are engines not regularly assigned to passenger service, but are used only in emergency cases. They were reported on the forms originally, and have been included here.

Mr. Sheean: And in that same column, 200,000 to 225,000 on drivers in Western territory, outside of mountains, the rates run from 4.40 up to 5.00.

Mr. Bremerman: Yes, sir.

Mr. Sheean: In the Southeastern territory the highest weight shown there in passenger service, is in the class from 225,000 to 250,000. What are the rates and number of engines in Western territory in that class, and the number in the Southeast, and what are the rates?

Mr. Bremerman: In column 7, four engines at 4.65; one at 4.85; and five at 4.90.

Mr. Sheean: In Western territory?

Mr. Bremerman: In Western territory. None shown in the East, and three engines taking rates of 3.90, 4.00 and 4.25.

Mr. Sheean: In what territory?

Mr. Bremerman: In the Southeast.

Mr. Sheean: On page 65, what is summarized there?

Mr. Bremerman: That is a similar summary covering firemen in passenger service, the details of which are found on page 70 to 75 for the West, page 77 for the East, and 78 for the Southeast.

Mr. Sheean: Now, in that comparison or summary on page 65, the same general plan is followed, as the summary on page 64?

Mr. Bremerman: Yes, sir.

Mr. Sheean: As to engineers?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And this is a comparison in passenger service?

Mr. Bremerman: Yes.

Mr. Sheean: Without reading all the details there, Mr. Bremerman, let us take simply column 3, which seems to be filled up as to all territories, in Western territory ranging from what as a minimum to what as a maximum?

Mr. Bremerman: From 2.15 to 3.75 in the West. In the East from 2.40 to 3.00.

Mr. Sheean: Practically all in the East at what rate?

Mr. Bremerman: 2.60.

Mr. Sheean: In the Southeast what is the range? I note in the column you have the letters "W" and "C," as to which

you have explained at the bottom, "W" white firemen, and "C" colored firemen, showing a differential in the Southeast.

Mr. Bremerman: Yes.

Mr. Sheean: Taking the one marked "W," just give in a general way the low and high range?

Mr. Bremerman: It ranges from 2.12 to 2.60 in the Southeast.

Mr. Sheean: And that last one shown "W," 85.00, that is a monthly rate, is it not?

Mr. Bremerman: Yes, sir.

Mr. Sheean: As to both these pages, the summary is made from the detailed information that you have heretofore given.

Mr. Bremerman: Which immediately follows:

Mr. Sheean: Before passing to the next, did you want to ask any questions about either of these summaries, Mr. Burgess?

Mr. Burgess: No.

Mr. Sheean: After passenger service, what is next taken up for comparison here?

Mr. Bremerman: Page 79 shows a similar comparison for through freight service, for engineers, being a summary of the detailed sheets following, pages 81 and following.

Mr. Sheean: I think before going to that summary, Mr. Bremerman, it might be well if you will, to turn to page 81 and just explain, in freight service, the manner in which that information is compiled. Take, for instance, the first one there, Atchison, Topeka & Santa Fe. In the first column to the right is the name of the railroad. Just explain the information that you have assembled there, previous to this division into weight on drivers.

Mr. Bremerman: Those are rates shown in the schedules for engineers as regards through freight service.

Mr. Sheean: Taking the first line there, Chicago-Canyon City and Wellington-Waynoka, 8-wheel, 4.95, 10-wheel 4.95, 10-wheel 100,000 pounds, Atlantic, Pacific, Prairie, 5.05, Consol. 5.20, Mikado, 5.20; 215,000 pounds and over on drivers, 5.45; Mallet and so forth. That is schedule information?

Mr. Bremerman: Taken from the schedules.

Mr. Sheean: And that you insert here?

Mr. Bremerman: Yes.

Mr. Sheean: As to the number of engines which took those rates in a month of operation, the information is furnished by the railroads.

Mr. Bremerman: Yes.

Mr. Sheean: And that information thus furnished by the railroads is carried opposite rates in the small figures. For instance, in the first column, twenty engines take a 4.95 rate, those twenty engines being engines weighing less than 80,000 pounds on drivers?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Is there any other information pertaining to the manner of thus assembling this information in detail, road by road, that you think should be explained?

Mr. Bremerman: The only exception is we have included under that schedule of rates, in cases, the suburban rates and the narrow gauge rates, but have not shown them in the numbered columns to the right, because they were not strictly comparable with the proposal. We have, however, included mountain rates, and designated them by notes.

Mr. Sheean: On this same page 81, Chicago & Alton, the information there assembled in this first column to the right of the name, Chicago & Alton, illustrates, does it, what you meant by local classification in a column, on a preceding part of the exhibit?

Mr. Bremerman: Yes.

Mr. Sheean: This class D-1 and class D-2, no one reading a schedule could determine from the schedule anything about what the weight on drivers of those particular engines was?

Mr. Bremerman: The basis of pay, no. That is the reason it was referred back to the roads for their report as to the different bases of fixing rates. It is illustrated by the Chicago & Alton, for instance. An outsider picking up their schedule with those local classifications or local designations, could not tell the real basis of rates.

Mr. Sheean: And on the first line of the Chicago & Alton, opposite in the first column, is shown 4.90; then over in the third column, 7 engines, 4.90. The first 4.90 was for 9 engines. Now, those 9 and 7, or 16 engines, may be any one or more or any combination of these various classes which carry the 4.90 rate?

M. Bremerman: Yes.

Mr. Sheean: And what rates those engines thus classified, by arrangements between the roads and their men, would take on a weight on drivers basis, can only be determined by persons who know the weights of the different engines?

Mr. Bremerman: Yes.

Mr. Sheean: Now, throughout this distribution of the engines thus classified, it has been made by the roads to the proposed basis of weight on drivers?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Is the same plan followed throughout as to all of the roads?

Mr. Bremerman: Yes, from page 81 on, for both engineers and firemen in through freight service.

Mr. Sheean: Then, having thus assembled this information as to all roads, it is summarized at page 79 as to engineers?

Mr. Bremerman: Yes, and page 80 as to firemen.

Mr. Sheean: Now, turning to page 79, let us take the small class of engines, the less than 80,000 pounds on drivers. Will you just give us there what the situation is as to rates in Western territory and Eastern and Southeastern territories?

Mr. Bremerman: It appears in column 1 on page 79, under the proposal for \$5, on engines less than 80,000 pounds in through freight service.

In the Western territory, at present, or, rather, in October, 1913, there were 248 engines taking a rate of 4.60.

1 engine, 4.65. 18 engines, 4.70. 13 engines, 4.75. 58 engines, 4.80. 71 engines, 4.90. 116 engines, 4.95. 15 engines, 5.00. 51 engines, 5.05. 3 engines, 5.15. 5 engines, 5.31. 1 engine took a mileage rate of .055. That is the D. & R. G.

Mr. Sheean: What is the situation in the East, and in the South, on the lighter engines?

Mr. Bremerman: In the East, 47 engines took a rate of 4.75.

2 engines took a rate of 4.85.

In the Southeast, 231 engines took a rate of 5.15.

138 engines, 5.40.

Mr. Sheean: That is the low, or less than 80,000 pounds, including all below that. Let us take a column where they all seem to be still represented; let us take 170,000 to 200,000 pounds.

Mr. Bremerman: Column 5.

Mr. Sheean: Yes, the rates in the West, East and South-east.

Mr. Bremerman: Under the proposal for 5.80 in the West.

Mr. Sheean: That is column 5, is it?

Mr. Bremerman: That is column 5. Proposed, 5.80.

In the Western territory, 4 engines take a 5.05 rate. 1 engine, 5.10. 13, 5.14 $\frac{1}{2}$. 147 engines, 5.15. 411 engines, 5.20. 35 engines, 5.25. 550 engines, 5.30. 23 engines, 5.33. 362 engines, 5.35. 723 engines, 5.40. 13 engines, 5.45. 3 engines in Mountain territory, 5.50. 68 engines, 5.54. 55 engines, 5.55. 17 engines, in Mountain territory, 5.55. 92 engines in Mountain territory, 5.57. 47 engines, 5.75. 69 engines, in Mountain territory, 6.05. 33 engines take the D. & R. G. mileage rate of .0584.

Mr. Sheean: What is the situation in the Eastern territory?

Mr. Bremerman: In the East, 400 engines at 4.75.

Mr. Sheean: 400?

Mr. Bremerman: No, I am in the wrong column.

Mr. Sheean: Yes.

Mr. Bremerman: 718 engines at 4.75. 13 engines at 4.80. 1,226 engines at 4.85. 13 engines at 4.90. 20 engines at 4.95. 63 engines at 5.00.

In the Southeast, 28 engines take various rates from 4.60, 4.70 and 5.25. 7 engines take a rate of 5.35. 535 engines, 5.40. 15 engines, 5.50.

Mr. Sheean: Column 11 seems to show engines in all of the three territories. That is up in the Mallet type of engine, 300,000 to 400,000 pounds on drivers. What is the situation in the West?

Mr. Bremerman: In the West, 10 engines take a rate of 6.20. 40 engines take a rate of 6.30. 11 engines, 6.35. 59 engines, 6.40. 50 engines in mountain territory, 6.40. 10 engines, 6.54. 128 engines in mountain territory, 6.57. 7 engines, 6.75. And 6 D. & R. G. mileage rate of 0.684.

Mr. Sheean: In the Eastern territory what is paid on Mallets of that weight?

Mr. Bremerman: 2 engines, 5.40. 4 engines, 5.85.

Mr. Sheean: And in the Southeast how many Mallets are there, and what is the rate paid?

Mr. Bremerman: 57 engines, 6.25. 96 engines, 6.50.

Mr. Sheean: Page 80 summarizes the information as to the firemen in the different territories?

Mr. Bremerman: Yes, sir, for through freight service.

Mr. Sheean: In through freight service?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Taking the minimum, Mr. Bremerman, of the engines weighing less than 80,000 pounds, will you just give us a general view of what the comparison is there?

Mr. Bremerman: Column one ranges from 2.61 to 3.50 in the West.

Mr. Sheean: On that 2.61, the "O" means oil burner, does it?

Mr. Bremerman: Oil burner, yes.

Mr. Sheean: What is the lowest coal burner?

Mr. Bremerman: The lowest coal burner is 2.80.

Mr. Sheean: And ranging up to what?

Mr. Bremerman: The highest coal burner of 3.50.

Mr. Sheean: For the same weight in the Eastern territory, what is the range?

Mr. Bremerman: Three engines take a rate of 2.60, or 2.75; 44 take a rate of 2.75; 2 take a rate of 3.00.

In the Southeast, the rate for white firemen ranges from 2.57 to 3.15.

Mr. Sheean: Now, let us get over to the larger heavier type. I think I made the next column 5, wasn't it, ranging from 170,000 to 200,000?

Mr. Bremerman: Yes.

Mr. Sheean: Let us see how they run in a general way there in the West and East. By the way, that "O" indicating oil, does that generally show a differential of some amount in favor of oil, as between oil and coal, where the same road uses both oil and coal?

Mr. Bremerman: Generally 15 cents less in freight service, except for certain sizes of the larger engines.

Mr. Sheean: Taking column 5, compare Western territory coal burners with the Eastern and Southeastern territories in which coal is burned.

Mr. Bremerman: The range in the West is from 3.00 to 4.00 in mountain service and 4.00 in valley service.

Mr. Sheean: In the Eastern territory?

Mr. Bremerman: In the East the range is from 2.90 or 3.20 up to 3.25.

Mr. Sheean: The great majority in the East—

Mr. Bremerman: Are at 3.20.

Mr. Sheean: 1965 engines being at a rate of 3.20?

Mr. Bremerman: Yes. In the Southeast, for white firemen, it ranges from 2.70 to 3.35.

Mr. Sheean: Now, the Mallets that we compared as to engineers, that is column 11, I think?

Mr. Bremerman: Column 11, yes.

Mr. Sheean: The firemen's rate?

Mr. Bremerman: In the West, 128 engines took a 4.00 rate; and 187 oil burners took a 4.00 rate.

In the East 6 engines took a 4.00 rate.

In the Southeast, 151 engines, 4.00; and 2 engines, 4.25.

Mr. Sheean: Were there any questions about these summarizes or the details, before I pass that?

Mr. Bremerman: I might explain about——

Mr. Sheean: Oh, yes, I wish you would explain that D. & R. G. there before you pass that. You noted a peculiar rate that you said was the D. & R. G., which you carried out into cents, with the notation, "D. & R. G. mileage rates on specified basis."

Mr. Bremerman: The Colorado Lines of the D. & R. G., and part of the Colorado & Southern, that is the South Park district in narrow gauge on the Colorado & Southern, and in part a narrow gauge on the D. & R. G., have a little bit different basis of payment than most of the Western schedules. That is, their basis is a day's pay of so much money, and the mileage rates are arrived at by dividing the number of miles on certain districts that form a day's work, into the daily rate.

I had a little sketch map made of it, and if it is proper, I would be glad to show it here, to illustrate the point.

Mr. Sheean: I would be glad to have that done, Mr. Bremerman.

Mr. Shea: That is on the mountain territory, is it not?

Mr. Bremerman: Well, it covers the Colorado Lines of the D. & R. G.

Mr. Shea: They have a standard rate for different engines

on the Denver & Rio Grande proper; that is, what is known as the Valley rate, haven't they?

Mr. Bremerman: I will explain that in just a minute, if you please, Mr. Shea. I think, perhaps, in my explanation I will answer what you have in mind.

Mr. Sheean: I think we had better file this as an exhibit after you have explained it.

Mr. Bremerman: File it as an exhibit?

Mr. Sheean: As an exhibit, yes.

Mr. Bremerman: The map is drawn to show first the standard gauge in the heavier hatched line, and the narrow gauge in a finer full line. The Utah Lines are not in question.

Mr. Sheean: That is, the Utah Lines have 100 miles or less, 10 hours or less?

Mr. Bremerman: Yes, 100 miles or less, 10 hours or less, as the basis of their day. Ten hours or less, or 8 1-3 hours or less; something of that kind.

Mr. Sheean: Eight and one-third hours or less shall equal a day?

Mr. Bremerman: The basis of the engineers' and firemen's pay is there is so much money for a day's pay, and taking the district, for instance, Salida to Minturn, on the standard gauge, near the top of the sketch, the distance from Salida to Malta is shown by the line that is drawn opposite, and that is a 61-mile district. That is, a man running that 61 miles would get a day's pay, or a mileage rate per mile, of the daily pay divided by 61.

When he goes on from Malta to Minturn, his mileage rate changes to the rate arrived at by dividing the day's pay by the 60 miles, which equals a day's pay between Malta and Minturn.

Mr. Sheean: Now, if he gets over onto this 44-mile district, then how do you get at his day's pay?

Mr. Bremerman: An illustration of the 44-mile district would be the run between Alamosa and Chama, as I understand the way the grades are run in the narrow gauge, he would run from Alamosa to Cumbres in freight service on the 85-mile day; and from Cumbres to Chama on a 45-mile day. That is, he would have two mileage rates.

Mr. Shea: That is because of the change in grade, is it not?

Mr. Bremerman: Due to grade, yes. But, it is a little dif-

ferent from any other schedule, and I thought it proper to explain why we have shown these mileage rates on these summaries, in that manner.

Mr. Burgess: How many times does his rate change? Beginning at Salida, and making this final trip that you quoted, how many times does his rate change?

Mr. Bremerman: It changes once.

Mr. Burgess: It only changes once?

Mr. Bremerman: The rate per mile, yes, sir; he has two rates per mile.

Mr. Sheean: That is, the day's pay is the same?

Mr. Bremerman: The day's pay, yes, sir, according to the size of the engine and the freight service.

Mr. Sheean: It is so much per day, and if he makes more than a certain number miles in a day—

Mr. Bremerman: Then he would get the mileage rate.

Mr. Sheean: He would get the mileage rate, then?

Mr. Bremerman: Yes.

Mr. Park: How is the overtime?

Mr. Bremerman: It is related to the schedule of the train. It is somewhat similar to the Southeast that we saw this morning, where a certain amount is guaranteed per day, but they are paid more than that if they run more miles at the mileage rate, except that on the D. & R. G. you change your mileage rate.

Mr. Sheean: Now, you have carried out there under this notation, a mileage rate as to the D. & R. G.?

Mr. Bremerman: Yes.

Mr. Sheean: Could you carry out anything other than the mileage rate in making this comparison?

Mr. Bremerman: It is not on the same basis as the other schedules; that is the reason it is carried out in that manner.

Mr. Sheean: This sketch shows the division into districts where different mileage rates would apply, because of the size of the districts?

Mr. Bremerman: A different number of miles constitutes a day's work. The same is true of the Colorado & Southern in their narrow gauge South Park district, and this applies not only to the Colorado lines of the D. & R. G., but applies to both standard gauge and narrow gauge.

Mr. Sheean: We will ask to file this as Railroads' Exhibit 1-A.

(The blue print, so offered and identified, was received in evidence and thereupon marked "Railroads' Exhibit 1-A, January 19, 1915.")

Mr. Sheean: Was there anything in connection with either of these summaries as to engineers and firemen, Mr. Bremerman, that you wished to explain?

Mr. Bremerman: There seems to be nothing else there, except as is shown by the exhibit itself.

Mr. Sheean: What is the next comparison?

Mr. Bremerman: Page 95 covers the matter of the local freight differential in summarized form, related to that part of proposed Article 3 which reads "Engineers and Firemen on such train will be paid ten per cent increase over through freight rates."

Mr. Sheean: Before taking up this summary, perhaps you had better give us the detail of which this is really an index or summary.

Mr. Bremerman: The detail follows the actual way freight rates themselves, and appears on page 108 for engineers, and page 109 for firemen, which deals with the differential alone, rather than the absolute rates.

Mr. Sheean: Preceding that you have the actual rates?

Mr. Bremerman: The actual rates in detail, yes, sir.

Mr. Sheean: Then will you explain, if you please, this summary, and the showing made as to engineers in the different territories?

Mr. Bremerman: As to engineers in the West, 4.49 per cent have a 10 per cent differential; 38 per cent, a 25 cent differential; 13.5 per cent, 30 cent differential; .2 per cent, 35 cents; 10 per cent, 40 cents; 1.8 per cent, 50 cents.

Then we have approximately 23 or 24 per cent on which the range of the differential is given between minimum and maximum.

Mr. Sheean: Now, as to engineers in the Eastern territory?

Mr. Bremerman: 93 per cent are paid 25 cents per day higher than through freight.

Mr. Sheean: And the others vary in amount on different roads?

Mr. Bremerman: Smaller percentages, varying percentages, yes, sir.

Mr. Sheean: Now, as to the engineers in the Southeastern territory?

Mr. Bremerman: 2 per cent, 10 cents higher; 7 per cent, 25 cents higher; 4 per cent, 30 cents higher; 15 per cent, 35 cents higher; 3 per cent, 60 cents higher; 2.5 per cent, 70 cents higher; and about 63 or 64 per cent are shown with the range of differential between minimum and maximum.

Mr. Sheean: The larger part carried at 53 per cent, apparently, with a minimum of 35 and a maximum of 60 cents?

Mr. Bremerman: Yes, sir.

Mr. Sheean: As to firemen, what is the situation as between West, East and South, on local freight differentials?

Mr. Bremerman: Well, they follow the engineers in the same relative way, of course, with smaller amounts. Do you care for the details, Mr. Sheean, to be read into the record?

Mr. Sheean: No, not the details.

Mr. Bremerman: In the West, the firemen generally follow the engineers, except in a smaller absolute differential.

Mr. Sheean: In the West, about 54 per cent have the differential of 25 cents per day?

Mr. Bremerman: Yes, sir.

Mr. Sheean: In the East apparently 86 per cent on mileage, have a differential of 15 cents per day?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And in the Southeast, running from 4½ cents running up to 34 cents, the largest single item, 15 per cent, being 19 cents per day?

Mr. Bremerman: Yes.

Mr. Sheean: Or, no, wait a minute; there is one minimum of 10 cents and maximum of 25 cents that runs 21.5 per cent?

Mr. Bremerman: These differentials as to the Southeast are taken from the rate sheets.

Mr. Sheean: From the rate sheets?

Mr. Bremerman: Yes, sir, that follows here.

Mr. Sheean: Do you find anywhere, in any schedule, a differential stated in terms of 10 per cent?

Mr. Bremerman: One.

Mr. Sheean: What one is that?

Mr. Bremerman: That is the mileage of 4.491; it is the Northern Pacific.

Mr. Sheean: The Northern Pacific?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And, aside from that one, there is none found anywhere in the country?

Mr. Bremerman: As 10 per cent, no sir.

Mr. Sheean: Now, at page 96, what is shown, Mr. Bremerman?

Mr. Bremerman: Similar information for the way freight service as we have discussed for passenger and through freight; that is, a summary of the rates now paid under the proposed weight on drivers basis.

Mr. Sheean: Well, supposing we take in that the low weight on drivers, of which there seem to be a few engines in both the East and South, and quite a large number in the West.

Mr. Bremerman: The proposed rate shown in black faced type at the top is arrived at by adding 10 per cent to the through freight rates requested.

Taking column 1 for the West, fifteen engines pay 4.80; thirty-four take 4.85; ninety-five take 4.90; three take 4.95; forty-one take 5.05; twelve take 5.10; twenty-two take 5.15; sixty-four take 5.20; eight take 5.25. One hundred and twenty-eight take 5.30; one takes 5.37; five take 5.39; fourteen take 5.40; eleven take 5.45; two take 5.50; seventeen take 5.55.

Mr. Sheean: That is, on these rates in Western territory thus shown, you have—in the rates here shown in local service, there is added whatever differential in dollars and cents is given in favor of local freight.

Mr. Bremerman: Under the Western territory?

Mr. Sheean: Yes.

Mr. Bremerman: Or, as they are shown in the schedule for local freight.

Mr. Sheean: Now, what is the situation in the East on the few engines that they have of this size?

Mr. Bremerman: Thirty-five receive a 5.00 rate and two a 5.35 rate.

Mr. Sheean: And in the Southeast?

Mr. Bremerman: Eleven take 5.75 and twelve engines have a monthly rate of 160.

Mr. Sheean: These are in way freight service, monthly rate?

Mr. Bremerman: Yes.

Mr. Sheean: Now, take column 5, I think that was the one we compared in the other service in local or way freight service. What is the situation West, East and South?

Mr. Bremerman: The range or the——

Mr. Sheean: The range, yes.

Mr. Bremerman: They range from 5.14½ to 5.83 in valley service, and 6.45 in mountain service, in the Western territory.

Mr. Sheean: In the East what is paid?

Mr. Bremerman: It ranges from one engine at 4.90 to three at 5.45, with 248 engines at 5.10.

Mr. Sheean: The largest number reported in the West having a particular rate being 126, that take a 5.65 rate?

Mr. Bremerman: Yes.

Mr. Sheean: And in the Southeast, in that class the rate is what?

Mr. Bremerman: Six at 5.25 and twelve 5.75.

Mr. Sheean: That is a comparison as to the engineers in way freight service. Is a similar comparison made of firemen in the territory?

Mr. Bremerman: On page 97.

Mr. Sheean: On page 97, taking the lowest type and style of engine, and by the way, Mr. Bremerman, does it appear throughout that, speaking generally, there are a much larger number of small engines falling under this 80,000 in the West than either in the East or South?

Mr. Bremerman: It would appear so generally.

Mr. Sheean: What is the rate on coal burners in the small class in the West, low or high? I don't think we need to take all of those items.

Mr. Bremerman: From 2.85 to 3.41. In the East from 2.90 to 3.66, which is one of a group of several selective rates.

Mr. Sheean: In the Southeast, as to white firemen.

Mr. Bremerman: Eleven engines 3.05, and twelve engines on a monthly rate of 93.33.

Mr. Sheean: In the same column 5, just in a general way, what is the range in prices on coal burners of firemen in way freight service?

Mr. Bremerman: From 3.45 to 4.12½.

Mr. Sheean: And in the East?

Mr. Bremerman: From 3.35 to 3.87.

Mr. Sheean: In the Southeast?

Mr. Bremerman: From 3.16 to 3.35.

Mr. Sheean: All of the detail of that comparison I think you have already explained, as to how the detail—

Mr. Bremerman: It would be similar to through freight service exactly.

Mr. Sheean: Following the comparison of way freight rates, what comparison do you next make?

Mr. Bremerman: Page 113, Snow Plow Service. There is no proposal given there. It is related generally to the proposals for other unclassified service.

Mr. Sheean: That is, under the proposal here, all unclassified service, or service of this character takes through freight rates?

Mr. Bremerman: Yes.

Mr. Sheean: Is there, in the West, pretty generally, specific provision for snow plow service?

Mr. Bremerman: Practically 70 per cent of the mileage makes some provision for snow plow service.

Mr. Sheean: And on what basis is that now paid?

Mr. Bremerman: Fifty-four per cent is paid through freight rates; 6½ per cent 1½ hourly rates; 4.4 per cent higher than through freight rates; 3.9 per cent paid flat rates; .54 per cent paid local freight rates; 29 per cent, no provision.

Mr. Sheean: And over 51 per cent of the firemen are paid through freight rates in snow plow service?

Mr. Bremerman: Yes, and both have special rates for rotary snow plows.

Mr. Sheean: The detail on the various roads, and how that is handled is shown following that summary.

Mr. Bremerman: On 114 and 115.

Mr. Sheean: Mixed Train Service, Mr. Bremerman, is shown on page 116?

Mr. Bremerman: Yes.

Mr. Sheean: What is the situation in the mixed train service in the West?

Mr. Bremerman: As to engineers, 48½ per cent are paid

through freight rates; 5½ per cent local freight rates; 11.2 per cent paid passenger, local or through freight rates according to the class and nature of the work done by the train; 12 per cent special rates; 21 per cent no specific provision in the schedules as to mixed train service.

Mr. Sheean: And as to firemen, there is a specific provision as to mixed train service in—

Mr. Bremerman: Fifty-four per cent.

Mr. Sheean: Some sort of specific provision in 87 per cent of the schedules, is there not?

Mr. Bremerman: Practically.

Mr. Sheean: Of which 54 per cent provide for paying through freight rates.

Mr. Bremerman: Yes, sir.

Mr. Sheean: And the others make particular provision or specific provision, to meet their manner of handling mixed train service?

Mr. Bremerman: Yes, sir.

Mr. Sheean: There has been no effort in either of these last two exhibits to assemble the information as to how near the request as submitted is the present practice on the roads represented?

Mr. Bremerman: No.

Mr. Sheean: As to the snow plow and mixed train service. Mr. Bremerman, at page 19 will you explain just what was assembled there?

Mr. Bremerman: This relates to proposed Article 1 and Article 2, covering the rates to be paid in other unclassified service, and this specific summary covers the work of breaking in engines, when provided for in the schedule.

Mr. Sheean: That is at the present time, there is in the schedules, in the proportion shown here—the matter of breaking in engines is specifically covered in the schedules.

Mr. Bremerman: Yes.

Mr. Sheean: Covered in a variety of ways as shown in these different items?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And just what proportion of the engines thus covered by specific schedules would be thrown into the through freight rates is also shown from this?

Mr. Bremerman: Can be deduced, yes.

Mr. Sheean: Can be deduced from it?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Just explain, please, what is meant by breaking in engines as used in this schedule.

Mr. Bremerman: I understand it to be taking an engine as it comes out of the shop, and after general repairs and running, make the adjustment that may be necessary to get it in shape to put in actual road service.

Mr. Sheean: This, like the two preceding ones, you have simply attempted to relate to the proposition submitted by the men, in order to ascertain how near or how far the practices in the territory approach or conform to the request.

Mr. Bremerman: Yes, sir.

Mr. Sheean: There is no comparison made, or no attempt to make any comparison with any other territory?

Mr. Bremerman: No.

Mr. Sheean: At page 122, Mr. Bremerman, and following, what is that?

Mr. Bremerman: 122 covers time and mileage guarantee provisions in the Western schedules, and the same for the East and Southeast for both engineers and firemen, and in the different classes of service, so far as the schedule provisions provide for such guarantee.

Mr. Sheean: Have you followed, as to the different territories, the same general headings as to the classes of service in which guarantees are made?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, before we go to this summary or index, will you state the detail, where that appears and the manner of the facts assembled?

Mr. Bremerman: For the Western, pages 124 and 125 for the engineers and firemen respectively. Taking page 124 for the engineers, we find the classification Local Service, Work Train Service, Helper Service, and All Service, with the usual qualifying footnotes as they appear in the schedules.

Mr. Sheean: On page 124, being the time and mileage guarantees, engineers, Western territory, your first column is headed: "Men assigned to local freight service paid for days not used through no fault of their own."

In that column, is shown opposite the name of the railroad, the articles of the schedules which give a guaranty to the engineers on that line.

The second column: "Assigned men paid full time for 26 working days," under the head "Work-train service." That column also shows the particular roads on which such guarantees are made?

Mr. Bremerman: Yes.

Mr. Sheean: Under the head of "Work-train service," you have summarized the different forms of guarantees that may be found in different schedule provisions?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Classifying them in the five classes shown under "Work-train service."

Mr. Bremerman: Or perhaps more frequently the footnotes develop some other phase of it?

Mr. Sheean: In the work-train service we find certain roads which guarantee assigned work-train men full time for 26 working days?

Mr. Bremerman: Yes.

Mr. Sheean: Others who guarantee assigned men for days not used, including Sundays?

Mr. Bremerman: Yes.

Mr. Sheean: Others give a guaranty to assigned men paid for working days not used?

Mr. Bremerman: Yes.

Mr. Sheean: And others who are paid for days not used when assigned to work trains, for six days or more?

Mr. Bremerman: Yes.

Mr. Sheean: Others paid for each day held for work day service?

Mr. Bremerman: Yes.

Mr. Sheean: Under these various classes, reference is made to the articles in the schedules of the particular roads, which show where such guarantees are made?

Mr. Bremerman: Yes.

Mr. Sheean: As to helper service, what divisions have you made there, as to assignments in helper service?

Mr. Bremerman: The column headings show: "Assigned men paid for days not used." "Assigned men guaranteed a full

month's pay." "Assigned men 260 hours or 2,600 miles per calendar month."

Mr. Sheean: In "All Service," Mr. Bremerman, what subdivisions have you made as to engineers in all service?

Mr. Bremerman: In five columns. No. 1: "Branch runs, where not required to run 6 days per week guarantee 2,400 miles per calendar month."

Column 11: "All regularly assigned engineers guaranteed a minimum of 2,600 miles per month."

12: "Engineers on assigned runs paid for working days not used, except in cases of unavoidable delay to traffic."

13: "Engineers on assigned runs guaranteed 2,600 miles per month."

14: "All service guaranteed 600 miles, or 6 days per week."

Mr. Sheean: That last one was shown on what road?

Mr. Bremerman: Southern Pacific—Pacific System, with the note that it shall in no way apply to runs, the daily number of trains composing which is uncertain.

Mr. Sheean: Now, with that detail, have you summarized the information as to guarantees in all the territories?

Mr. Bremerman: Yes, the detail as to the East and Southeast follows on pages 126 and 127.

Mr. Sheean: And the summaries then appear at page 122 as to engineers?

Mr. Bremerman: One hundred and twenty-two as to the Western territory, both engineers and firemen; and 123 as to the Eastern and Southeastern territory, both engineers and firemen.

Mr. Sheean: Now, in the Western territory would you just give us briefly what the guarantees are in "All Service."

Mr. Bremerman: Seventy per cent make no guarantee in all service, 6 per cent "branch runs where not required to run 6 days per week guaranteed 2,400 miles per month."

1.3 "All regularly assigned engineers guaranteed a minimum of 2,600 miles per month."

Four and one-half per cent "Engineers on assigned runs paid for working days not used except in case of unavoidable delay to traffic."

3.7 "Engineers on assigned runs guaranteed 2,600 miles per month."

4.5 "All service guaranteed 600 miles, or 6 days per week."

2.8, All——

Mr. Sheean: But with the qualification under it that it does not apply to runs, the daily number of trains composing which is uncertain?

Mr. Bremerman: Yes. 2.8, "All regularly assigned engineers guaranteed 2,600 miles per month except passenger 3,000 miles."

5.9, "All regularly assigned engineers guaranteed 100 miles for each working day, except Sundays and legal holidays."

Mr. Sheean: Now, Mr. Bremerman, in this information tabulated here, you do not include any minimum day or guarantees of payment for "Called and not used," but only guaranteed time or mileage per week or per month, or some matter of that sort?

Mr. Bremerman: Yes, sir. I have a note to that effect on pages 124 and 125, at the lower right hand corner:

"Note: 'Time and mileage guarantees' as used herein, does not include guarantees of minimum day, for time held for special service or engines, snow blockades, circus trains, run-arounds at terminals, etc., etc."

And of course just deals with sub-heads that we show in the summary.

Mr. Sheean: Now, in the Western territory what do you find in a general way as to the situation with reference to guarantees in helper service?

Mr. Bremerman: 18.8 per cent guaranteed assigned pay for days not used.

4.6 per cent, guarantee assigned men a full month's pay.

13 per cent, guarantee assigned men 260 hours or 2,600 miles per month.

5.9 per cent, guarantee all regularly assigned men 100 miles for each working day, Sundays and holidays excepted.

4½ per cent, guarantee engineers on assigned runs for working days not used except in case of unavoidable delay to traffic.

No provisions in schedules of 52½ per cent.

Mr. Sheean: And what with reference to local service?

Mr. Bremerman: No provision in schedules of 66 per cent of the mileage.

3.7 per cent, assigned men paid for days not used except legal holidays or in cases of accidents, wash-outs, etc.

6 per cent, branch runs where not required to run 6 days per week, guaranteed 2,400 miles per month.

4½ per cent, engineers on assigned runs paid for working days not used, except in case of unavoidable delay to traffic.

7.7 per cent, engineers on regularly assigned runs guaranteed 2,600 miles per month.

4½ per cent, guaranteed 600 miles, or 6 days per week.

5.9 per cent, all regularly assigned engineers guaranteed 100 miles for each working day; Sundays and holidays excepted. 8/10 of one per cent regular way freights on Fort Collins and Trinidad Districts paid for national holidays.

Mr. Sheean: Now, on these two pages, 122 and 123, you have taken All Service, Helper Service, Local Service, Work-Train Service and Miscellaneous Guarantees, both for engineers and firemen, and made comparisons as between the three territories?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And the various percentages, reduced to total mileage, are extended in the same manner here as in other exhibits?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Is there anything special as to the time and mileage guarantee to which you wish to call attention, Mr. Bremerman?

Mr. Bremerman: You wish to take up the East and Southeast specifically?

Mr. Sheean: Well, I ask specifically, Mr. Bremerman, as to just what percentage in all of these various items—and the information is assembled in just the same way as to all of them?

Mr. Bremerman: Yes.

Mr. Sheean: As to its preponderance or lack of preponderance in any particular territory, the summary itself shows all the facts in that respect?

Mr. Bremerman: Yes.

Mr. Sheean: Now, the next part of the exhibit following the detail of these summaries?

Mr. Bremerman: Page 128 features the payment for

"Called and Released," details of which are shown on pages 129 and 130 for the Western territory only.

Mr. Sheean: And also the summary on page 128 simply shows the various allowances on the various roads covering the situation of "Called and Released" without making a run?

Mr. Bremerman: Yes.

Mr. Sheean: The provisions on the different roads, as shown on page 129, under all of the columns that you extend across the page, shows what the allowance is from actual time up to half a day, or 50 miles, as the case may be?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Showing the particular roads in which these different arrangements are made?

Mr. Bremerman: Yes.

Mr. Sheean: I guess that is not the extreme. Two hours or 100 miles, minimum of 2 hours and maximum of 100 miles. I see. Page 130 assembles the same information as to firemen.

Mr. Bremerman: Yes.

Mr. Sheean: There was no effort to make comparison as to whether or not there was a greater preponderance of this particular rule or any particular phase of this situation in the West than in the East or South?

Mr. Bremerman: No, nothing is shown for the East or Southeast.

Mr. Sheean: Page 131, Mr. Bremerman.

Mr. Bremerman: Covers a similar summary for the time of doubling and running for water, etc. The payments made, therefor.

Mr. Sheean: Now, in the engineers' schedule, about 84 per cent seem to make specific provision, or 83 per cent make specific provision for the matter of doubling, running for water, things of that sort.

Mr. Bremerman: Ninety-three.

Mr. Sheean: Oh, yes, 93. And as to firemen, there is also a great majority of the roads, or at least a very large proportion of the mileage of the roads, in which this particular part of the Firemen's work is specifically covered by the schedule?

Mr. Bremerman: Yes.

Mr. Sheean: Well, then, just give us some general idea of

how wide the spread is, or just what situations apparently are covered by the matter of doubling or running for water?

Mr. Bremerman: The summary shows that for engineers approximately 31 per cent of the total mileage pays actual mileage. For instance, 45 per cent pay actual mileage but a minimum of 10 miles. 8 per cent pay 10 miles or one hour. $2\frac{1}{2}$ per cent a minimum of five miles. Over 5 per cent pays actual mileage at 10 miles per hour.

Mr. Sheean: And now about varieties in "How Paid." That is the basis of computation. What variety do you find in the matter of "How Paid?"

Mr. Bremerman: 15.6, paid in addition to all other allowances and regardless of time or mileage of trip.

43 per cent, paid mileage doubling, etc., added to other mileage made on trip, and all over 100 miles allowed.

Six and one-half per cent, paid on runs of 100 miles or more, time consumed doubling, etc., not included in computing overtime.

Thirteen and four-tenths per cent, in addition to time or mileage of trip. Not to be counted twice in computing overtime.

Mr. Sheean: Just what does that mean, now?

Mr. Bremerman: That when you figure the overtime, the time making the double or the run for water is eliminated and not figured twice, in computing the overtime. It is not a double payment.

Mr. Sheean: And in the first two items you have there, under the head of "How Paid," "In addition to all other allowances and regardless of time or mileage of trip," and the second item, "Mileage Doubling, etc., added to other mileage made on trip, All over 100 miles allowed," what is the difference there, Mr. Bremerman?

Mr. Bremerman: Well, I would understand, on a trip of 70 miles, a 10 mile double or run for water, making a total mileage of 80 in the first place, a man would be paid 110 miles, because it is paid in addition to all other allowances and regardless of time or mileage of trip. That is, he would get the 10 miles in addition to the minimum day. But in the second case it would be added to the actual miles, and as it is not over 100, he would get the minimum day of 100 miles.

Mr. Sheean: There is no effort as to the provisions of doubling, running for water, to make comparison with the other territorial districts?

Mr. Bremerman: No, its relation to the proposal is only in the rates that are paid for the mileage.

Mr. Sheean: Yes. Page 134 you have tabulated certain information.

Mr. Bremerman: As to the methods—

The Chairman: I guess we will stop here.

(Whereupon, at 5 o'clock P. M., January 19, 1915, an adjournment was taken to January 20, 1915, at 10 o'clock A. M.)

IN THE MATTER OF THE
 ARBITRATION
between the
 WESTERN RAILWAYS
and
 BROTHERHOOD OF LOCOMOTIVE
 ENGINEERS
and
 BROTHERHOOD OF LOCOMOTIVE FIRE-
 MEN AND ENGINEMEN
under the Act approved July 15, 1913, by agree-
ment dated August 3, 1914.

Chicago, Illinois, January 20, 1915.

Met pursuant to adjournment at 10:15 A. M.

Present: Arbitrators and parties as before.

Mr. Sheean: May it please the Board, at the conclusion of the testimony of the witness Modenbach, I advised the Board that the Rock Island Company were unable to get any record of such an occurrence as testified to by Mr. Modenbach, and Mr. Carter at the completion of the testimony made the following statement: (Page 1734.)

“ * * * gentlemen of the Board, if the Chairman pleases, evidently the Rock Island Road has some record of where this man went, because if he ever applied for a position on another road, the other road would ask for his references, and I will ask that the counsel for the railroads join with us in endeavoring to locate this man and we will bring him here and pay his expenses.”

We have succeeded in locating the engineer Thompson, who is now with the Pere Marquette Railroad Company, and my thought was to state to you gentlemen that he had been located, and if it was thought advisable to have Mr. Modenbach on the same day that he was here, we could ask that he report here, say next Monday.

Mr. Stone: Do I understand that Mr. Thompson will report here on Monday?

Mr. Sheean: We have made no request as yet, but we will ask the Pere Marquette to have him here on Monday next, if that is thought desirable or agreeable, gentlemen.

Mr. Stone: It is entirely satisfactory. We will try and get—

Mr. Sheean: Then, Mr. Brown, will you make the request that Mr. Thompson report here to the Board in this room next Monday morning?

If the Board please, it has been suggested to me by some of the committee that my colloquy with Mr. Burgess yesterday was not as clear as it possibly should be, in my statement with reference to a subsequent exhibit. Mr. Keefe, who will testify as to the application of the schedules to the payrolls of October, 1913, will state the amount of increased cost that would arise by virtue of the application of the proposed schedule, had this proposed schedule been in effect in the month of October, 1913, and on the portion of the exhibit yesterday about which we were talking (page 58), giving the number of engines as per the classifications of the roads, and the subsequent portions of the exhibit which show engines which would have taken a certain rate during the month of October, 1913, had this proposal been in effect, it is the purpose and intent of this exhibit simply to show that during the month of October, 1913, the number of engines there specified would have taken these rates—possibly some of them only once and for one run, possibly others through the greater part of the month, no effort being made in that to show the mileage rate, the exhibit being prepared just in the same manner, practically, as appears in the Northern Pacific schedule, where, at the present time the engine is classified, and several rates, passenger, freight and mixed work, pusher and helper, transfer, the rate being different as per class of service. Now, it is true that an engine which during the month, under the present schedule, worked one day in one class of service and would take one rate and another day would take a different rate, would be shown and is shown in this exhibit as an engine which did do work during the month, which would take that rate.

What I meant as to cost, if it was not clearly stated, is that Mr. Keefe, in testifying, will give a statement of the actual

operations, if desired, filing also the mileage made of the engines as they operated during that month, and the cost under the proposal will appear in an exhibit of a subsequent witness.

Mr. Stone: Might I ask a question, Mr. Chairman?

The Chairman: Certainly.

Mr. Stone: Then we are to assume Mr. Sheean, that every engine shown on page 58 or in that exhibit was actually in service in that month?

Mr. Sheean: No, no, not at all, Mr. Stone. That is what I just attempted to make clear, that page 58—

Mr. Stone: They were not in the service, but if they were in service they would take that.

Mr. Sheean: What I attempted to make clear was that page 58 is an inventory practically of the engines owned by the roads as per classifications of the roads.

Mr. Stone: But there is nothing there on page 58 to show how many of them are obsolete or on the scrap pile.

Mr. Sheean: Absolutely not. That page 58, Mr. Stone, does not attempt to distinguish as to whether the 6,680 engines were all in use, the assumption—the probabilities being, I assume, from operating men, that a certain proportion of engines are normally in the shops undergoing repairs; but page 58 shows the classification, and if that is desired, that we file the actual classifications, which I think all of the organizations are familiar with, of what the engines are, that can also be done. Page 58 is simply an inventory of the engines as classified.

Mr. Stone: In other words, it is simply taking stock of what they have on hand?

Mr. Sheean: Practically that, I would say, yes.

Mr. Stone: Whether they are junk, or fit for service, or not.

Mr. Sheean: I could not say as to junk, whether they carry those as engines or not. That is not my understanding, however.

Mr. Stone: It is the opinion of some of our men that they do.

Mr. Sheean: That may be, but this is asked as to engines, Mr. Stone, and purports to be actual railroad engines.

Mr. Stone: Any engine is an engine as long as it stands on wheels, Mr. Sheean.

The Chairman: Do I understand that this table was offered for illustrative purposes only?

Mr. Sheean: No; this table on page 58 is to show the number of engines that the railroads own; an inventory, and a subsequent table of extensions, shows how those engines operate in a month, classified on the weight on drivers basis.

Mr. Nagel: These are engines on hand and the rate they would draw if and when employed?

Mr. Sheean: Precisely; but in order to make clear the suggestions made here yesterday, if your Honor please—

The Chairman: Then, if I understand, your purpose was to illustrate what would happen under certain given circumstances?

Mr. Sheean: Precisely.

The Chairman: Assuming that all these engines were in active service during the month in question?

Mr. Sheean: Even although all of these engines were not in service, a subsequent exhibit shows the engines which were in service in that month. That is, the second part counts the actual operation in every month. As to a difference in the number, I wanted to make clear that a single engine might operate in different service under the present schedules, and that it might take different rates during the month; therefore, on this exhibit, some engine might and would undoubtedly show as taking a different rate, if it actually operated during that month in different classes of service, both under the present schedules and also under the proposed schedules, so that the number as shown, to which attention was directed yesterday in various classes of service, is the engines which were used in that service, under operation during the month when the demands were presented.

Mr. Shea: Then what does the table on page 66 purport to convey?

Mr. Sheean: The table on 66 purports to convey that in the month of October, 1913, when the demands of the men were presented, taking the first line, the Atchison, Topeka & Santa Fe Railway, that 18 engines which, during that month paid a rate of 4.15, would, if the proposal of the men was in effect, have paid

a rate of 4.50. It does not purport to show whether or not that rate of 4.15 was paid on 31 trips or on one trip. It purports to show that 85 engines, which, during the month in actual operation paid a rate of 4.40, would, if the proposal was in effect, have paid 4.60. Whether or not that was on a single trip or a number of trips, it is not attempted to show, because the mileage is not here extended. It purports to show further that 114 engines which paid a rate of 4.40, under existing conditions, would have paid 4.80, had the proposal been in effect. Now, there is no attempt to show here by this table whether or not a single trip was made by one of those engines, or a number of trips. One of those 113 engines or 114 engines here shown in passenger service as having paid a rate of 4.40, may have been used for a single trip in freight service; and we also show under the freight table as having been operated and having paid a rate, whether for a short number or large number of miles we do not here attempt to point out, but the cost from a change in rates will be shown by the exhibit of Mr. Keefe.

Mr. Shea: Why should there be a great difference in the total number of engines, as indicated on the two pages, for the same road?

Mr. Sheean: For this reason, Mr. Shea: If you will take this Northern Pacific Railway Company schedule which we have now, the present schedule of that road and assume that it had just one engine, standard 17 inch, which under that schedule, provides for one, two, three, four, five different rates upon that engine. Now, if that engine under the present schedule—that single engine, was operated in the five different services, and took five different rates during the month, in this summary it would be shown under each of these headings that that one engine took five different rates during the month, and if you totaled the one, two, three, four, five different classes of service, and counted it as five engines, you would reach an improper deduction; and, therefore, I am attempting to make clear that we were not seeking to convey to the Board the idea that, because of five different rates, there were necessarily five different engines, but we are showing by this exhibit that this number of different rates during that month of application on the engines then in use would have been effected by this proposal; but a single engine, as shown by this exhibit, may take five different

rates during the month, depending on the class of service in which it was used.

DAN H. BREMERMAN was recalled for further examination and having been previously sworn, testified as follows:

Mr. Sheean: Mr. Bremerman, we had gotten to page 134 of your exhibit, at adjournment time?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Will you briefly indicate the information which is compiled here?

Mr. Bremerman: The summary on page 134 and the details on 135 and 136 shows the methods of payment when engineers and firemen are used in two or more classes of service, on one day or trip.

Mr. Sheean: And this is compiled only as to Western territory?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Compiled because it is a compensatory rule?

Mr. Bremerman: Enters into the compensation, yes, sir.

Mr. Sheean: Briefly, will you tell us what differences there are in the Western territory in the matter of handling their two classes of service?

Mr. Bremerman: As to engineers, 50 per cent of the mileage paid for time or miles in each class of service, at regular rates, for service performed; 19 per cent higher rate for either class of service.

Mr. Sheean: And practically the same division as to firemen in Western territory?

Mr. Bremerman: Practically the same.

Mr. Sheean: That is, the roads which handle this part of railroad operation in a particular way usually have the same or similar provisions in the schedules of both the engineers and firemen?

Mr. Bremerman: Generally, they follow. There are exceptions on certain roads.

Mr. Sheean: But just the manner in which that is done on the various roads, will appear from this part of the exhibit?

Mr. Bremerman: Yes, sir, the details are not taken entirely from the schedules, as will be seen by pages 135 and 136, but is from information furnished by the individual roads.

Mr. Sheean: Now, have you filed here with these schedules the messages or letters?

Mr. Bremerman: They are not here; they are available if you wish to file them.

Mr. Sheean: Well, I think, Mr. Bremerman, that those should be filed. Anything that is a basis for any of this classification here, depending upon interpretation or practice on the roads, should be filed with the schedules.

Mr. Bremerman: I will have that done.

Mr. Sheean: The next part of your exhibit, Mr. Bremerman, is shown at page 137.

Mr. Bremerman: Covers the features of pay for work at the turning point in turn-around service, showing how it applies and how it is computed.

Mr. Sheean: Now, how many roads in Western territory have some provision pertaining to turn-around service?

Mr. Bremerman: As to engineers, as shown by page 137, practically all, except about 35 per cent.

Mr. Sheean: And as to firemen?

Mr. Bremerman: Practically all, except 29 per cent.

Mr. Sheean: Will you give us briefly a showing of the summary as to operations in Western territory, in turn-around service, covering pay for work at turning points?

Mr. Bremerman: On 42 per cent, the rules as shown in the tables apply to all turnaround runs. On 12 per cent, to turnaround runs where total mileage exceeds 100; 8 per cent where total mileage exceeds 100 or hours 10; 1.3 per cent to trips more than 50 and less than 100 miles one way; .8 of 1 per cent to main line trips in excess of 60 miles, one way; 1 per cent to passenger service only. We were unable to ascertain directly from the schedules as to the matter of arbitrary payments, or what might be called "double payments."

Mr. Sheean: Now, what is the showing as to firemen? Or, before going to firemen, was there something you wanted to say about engineers?

Mr. Bremerman: Nothing further. The firemen generally follow the engineers, with some few variations in the percentages.

Mr. Sheean: There is in the proposal of the men, Mr. Bremerman,—there is no particular article of the proposal

here brought down, because there is no provision as to turnaround service?

Mr. Bremerman: It is shown here, I understand, because it enters into compensation for a trip.

Mr. Sheean: Well, there is in the proposal no specific provision or exception as to turnarounds of any kind?

Mr. Bremerman: No, sir.

Mr. Sheean: And the matter of the peculiarities that pertain to turnaround service is covered in present schedules, as shown in this part of your exhibit?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Page 140 covers what service?

Mr. Bremerman: Compensation for runarounds at terminals.

Mr. Sheean: Now, will you just explain to the Board, please, what is meant by a runaround at terminals.

Mr. Bremerman: Under the operation of the seniority rules, where crews run "first in first out," some schedules provide for payment when a man is not run out in his turn.

Mr. Sheean: And that is spoken of as being "run-around"?

Mr. Bremerman: As being "runaround." A man is "runaround" when another man takes his run out.

Mr. Sheean: How many of the schedules make provision with reference to runarounds at terminals?

Mr. Bremerman: 57 per cent as to engineers, and perhaps 60 per cent as to firemen.

Mr. Sheean: Now, the showing as to just the manner in which that is taken care of on the different roads, is shown in detail, where?

Mr. Bremerman: In the summaries.

Mr. Sheean: In the summary? And then the detail of the road follows at 140?

Mr. Bremerman: Pages 141 and 142.

Mr. Sheean: With reference to the various articles which handle this matter in different ways?

Mr. Bremerman: Yes.

Mr. Sheean: Anything more than that which you wish to say about that part of the exhibit, Mr. Bremerman?

Mr. Bremerman: The only thing on page 140 is the 43

per cent in which unassigned crews run "first in and first out," but carry no penalty for run-arounds.

Mr. Sheean: In the other part of the exhibit, as to engineers, those that do carry penalties and the particular form of the penalties, are set forth?

Mr. Bremerman: They are, yes, sir.

Mr. Sheean: Now, page 143.

Mr. Bremerman: Page 143, being a summary, and the details following on pages 144 and 145, cover for the Western territory features of payment for work on engines, such as running repairs, and are shown here as entering into the compensation and earnings of the engineers and firemen.

Mr. Sheean: The different manner in which that is handled on different roads is shown in the summary?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And the details of the roads thus handling it are shown on the following pages?

Mr. Bremerman: Yes, sir.

Mr. Sheean: That is here inserted because of it being a compensating rule on certain railroads?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, page 146, Mr. Bremerman.

Mr. Bremerman: Pages 146 and 147 are related to Articles 1 and 2 covering basis of day and rates of pay in other unclassified service, the specific feature being the messenger service.

Mr. Sheean: Now, will you explain, please, just what is meant by messenger service?

Mr. Bremerman: Ordinarily a messenger is a man (usually a fireman) in charge of an engine moving over the line between terminals, ordinarily in trains, perhaps disconnected or dead.

Mr. Sheean: And the special provision as to messenger service of the various schedules you have here shown in its relationship to that part of Article 2 which provides for all other unclassified service taking the through freight rates.

Mr. Bremerman: Yes.

Mr. Sheean: Now, page 146.

Mr. Bremerman: I said 146 and 147. I was thinking of

engineers and firemen. 146 alone covers this feature as to firemen only.

Mr. Sheean: Covering messenger service?

Mr. Bremerman: Yes.

Mr. Sheean: Now, without going into detail, does this page 146 show that the matter of messenger service is handled in a variety of ways, upon different roads?

Mr. Bremerman: Yes, there was no attempt to summarize that particular statement.

Mr. Sheean: All of the roads which have special provisions as to messenger service in Western territory are here set forth.

Mr. Bremerman: As to the rate of pay while in the service.

Mr. Sheean: Page 147, the subject is "Watching engines." That covers—

Mr. Bremerman: Is similarly related to Article 1 and Article 2. That is, unclassified service. It is prepared in the same form and for the same purpose as for the messenger service.

Mr. Sheean: Page 148, Mr. Bremerman—

Mr. Burgess: What other service do you term as unclassified service, Mr. Bremerman?

Mr. Bremerman: I don't know, Mr. Burgess.

Mr. Burgess: You just simply allude to the messenger service as unclassified, is that it?

Mr. Bremerman: On this particular statement, yes, sir.

Mr. Sheean: There have been, in previous parts of the exhibit, Mr. Bremerman, certain services that they are compared with this part of proposed Article 2.

Mr. Bremerman: Yes, sir, but I understood Mr. Burgess asked my idea as to what other services would fall under that heading, is that right, Mr. Burgess?

Mr. Burgess: I understood you to say that pages 146 and 147 showed the payments made on unclassified service.

Mr. Bremerman: I think I qualified that further, as in connection with messenger service.

Mr. Burgess: Yes, you did, and then I asked you the question, was there any other service under this heading known as unclassified, except messenger?

Mr. Bremerman: Oh, there are others in the book, yes, sir. "Watching engines," and we find these following—

Mr. Burgess: On these two particular pages you have only seen fit to allude to messenger service as unclassified; is that right?

Mr. Bremerman: I have only related it to that part of the proposal which covers unclassified service, because it is not specifically mentioned.

Mr. Sheean: We had, yesterday, breaking in engines. This particular part of the same article, I think, was one with which the comparison was made of breaking in engines?

Mr. Bremerman: Yes, sir.

Mr. Burgess: That is also unclassified, Mr. Sheean?

Mr. Sheean: I don't know. We are quoting this article, setting out the fact that the work given here now is covered by schedule provisions.

Mr. Burgess: All that I was trying to determine, Mr. Bremerman, was the definition of your use of the word "unclassified." I understood you to say in regard to pages 146 and 147 that the only service you put under the heading "Unclassified," was messenger service.

Mr. Bremerman: If I left that impression, I was wrong, because I have shown here we have related watching engines and breaking in engines to that part of the proposal; but as to finding other unclassified service, I have made no attempt to do that.

Mr. Burgess: All right.

Mr. Sheean: On page 148, Mr. Bremerman, you set out that part of Article 2 which reads:

"Divisions where grade is 1.8 per cent: On all divisions where grade is 1.8 per cent or over, an increase of 10 per cent over valley rates will be paid"; and in relation to that part of proposed Article 2 appear special provisions as to service on heavy grades of engineers and firemen in Western territory.

Mr. Bremerman: Yes, sir.

Mr. Sheean: How many pages there set forth the particular and peculiar manner in which different roads handle the matter of heavy grades by special provisions?

Mr. Bremerman: This statement runs from page 148 to 155, and shows the schedule provision, and to the right, the

explanation thereof, which has been furnished by the road shown. The thought was that perhaps the schedule provisions themselves would not be clear without some explanation by those who are familiar with the local conditions.

Mr. Sheean: In what manner was that information obtained, by way of supplements to schedule provisions?

Mr. Bremerman: Made from reports of the individual roads shown.

Mr. Sheean: You have here set forth opposite the different roads, both the schedule provision, and any explanation which the road furnished as to the peculiar manner in which the matter of heavy grades was taken care of on that road.

Mr. Bremerman: We took the explanation of the roads as it was given.

Mr. Sheean: You referred yesterday to the D. & R. G. having special and peculiar provisions. Are any of those set forth in this connection?

Mr. Bremerman: On page 150, the following appears, and brings out the basis of that schedule in the Colorado lines, as explained yesterday, showing: "Engineer, Salida to Malta, 56 miles at 7.50 cents," and "Malta to Minturn, 32 miles, at 7.65 cents," which works out perhaps, in a concrete example, what I attempted to explain yesterday.

Mr. Sheean: On these pages 148 to 155 inclusive, have you set forth all of the roads which have special or peculiar provisions covering mountain service?

Mr. Bremerman: Every road in the movement was asked for that, and where it was given it is shown.

Mr. Sheean: There are quite a number of roads in the Western territory which have no provisions covering mountain operation?

Mr. Bremerman: There are quite a number, and those are not given here at all.

Mr. Sheean: But the effort here was to ascertain the number of roads which had peculiar provisions covering the matter of operation on heavy grades?

Mr. Bremerman: Yes, sir.

Mr. Sheean: You found, Mr. Bremerman, no uniformity in the matter of how the different roads, on different mountains,

figured the matter of compensation because of differences in grades and peculiarities of operation?

Mr. Bremerman: No, sir.

Mr. Sheean: But the whole spread of what they do and how they do it now, is set forth at pages 148 to 155, containing schedule provisions and information as to the peculiar operations on the different roads.

Mr. Bremerman: Yes, on page 151 will be found the only provision which approaches the proposal as to the Great Northern.

Mr. Sheean: What is that provision?

Mr. Bremerman: Their Rule 2 for engineers "between Leavenworth and Skykomish; Clancy and Woodville; Northport and Rossland; Grand Forks and Phoenix; Oroville and Molson; Essex and Summit the rates for all engines in road service will be ten per cent in excess of the above rates. Same thing to apply to any other grades of 1.8% or greater, but only for the actual distance covered by such grades."

Mr. Sheean: That is as near an approach to the proposition that, on all divisions where grade is 1.8 per cent or over, an increase of 10 per cent will be allowed?

Mr. Bremerman: Yes, sir.

The Chairman: What page is that, Mr. Sheean?

Mr. Bremerman: 151.

Mr. Sheean: 151 is the rule; the Great Northern's proposal is at page 148. Is there any information as to the grade between these enumerated points, do they show that there?

Mr. Bremerman: It is shown in the explanation.

Mr. Sheean: Immediately opposite the rule?

Mr. Bremerman: Yes, sir.

Mr. Sheean: What is the grade between Leavenworth and Skykomish?

Mr. Bremerman: Leavenworth to Everett Junction, 16½ miles, 2.3 per cent grade westbound, and Everett Junction—I will revise that,—Leavenworth to Cascade Tunnel, 16.5 miles, 2.3 per cent grade westbound, and between Skykomish and Tye, 19.6 miles, 2.2 per cent grade eastbound.

Mr. Sheean: Now, the next enumerated point where this increase is given is between Clancy and Woodville. What is the grade there?

Mr. Bremerman: They have them divided here as to the actual grades. Alhambra to Elk Park, 11.6 miles, of 2.2 per cent grade west bound. Between Butte and Woodville, 7 miles of 2.2 per cent grade east bound.

Mr. Sheean: And, without enumerating the others, as to each of the enumerated points on the Great Northern between which this increase of 10 per cent is given, the grades are stated opposite the rule of the Great Northern?

Mr. Bremerman: Yes. Where the rule says Same thing to apply to any other grades, 1.8 per cent or greater, but only for the actual distance covered by such grade, the note is, that the territory between St. Paul and Minneapolis, one mile of 2 per cent west bound, and on the branch line Lewis to Sand Coulee, .5 of one mile of 3 per cent grade east bound, the 10 per cent is not paid.

Mr. Sheean: On any other part of the system?

Mr. Bremerman: On those particular stretches.

Mr. Sheean: Is there anything in this part of the exhibit as to the peculiarities of specific provisions to service on heavy grades, to which you wish to direct attention?

Mr. Bremerman: On page 150, the Colorado & Southern. In the explanation, you will find the situation as to that on the compared lines of the Denver & Rio Grande to which I referred yesterday, as to the division between mountain miles and valley miles on the South Park division. That is, in valley miles, 85 equals a day's pay, and 44 mountain miles equals a day's pay. The same changes occur in rates there where they are shown having both valley and mountain miles.

Mr. Sheean: And in that schedule, as you explained yesterday, on the 44-mile day, firemen and engineers, if they run more than the 44 miles, take, per mile, the rate which the day's pay divided by 44 produces?

Mr. Bremerman: Yes.

Mr. Sheean: Any other peculiarity about mountain operations on these various schedules to which you think attention should be directed as we pass along here?

Mr. Bremerman: On these two particular statements, this and the following, which is for narrow gauge, you get an interlocking of the two proposals. That is, on the Colorado & Southern and the Denver & Rio Grande, they have narrow

gauge lines which might be called mountain lines. As to how that would be related to the proposal, I don't know.

Mr. Sheean: But a part of the lines shown here are narrow gauge lines?

Mr. Bremerman: Yes.

Mr. Sheean: Now, is there anything further as to any of the peculiarities of mountain operation or heavy grade operation to which you think attention should be directed as we pass along? Some of them covered by different rates, some of them by different miles, and some of them by different days, in a variety of ways, and all those varieties are shown on these pages?

Mr. Bremerman: Yes.

Mr. Sheean: Particular points and districts between which they apply?

Mr. Bremerman: Yes, sir.

Mr. Byram: You have not attempted, in this narrow gauge statement here, on page 155, to include the 10 per cent increase asked for on mountains as well as a 5 per cent increase on narrow gauge lines, although these narrow gauge are both mountain and narrow gauge? Is that right?

Mr. Bremerman: I made no attempt to show proposed rates under these two sections. That is just the present schedule provision, and what explanation the individual road may furnish of those schedules, relates it only to a copy of the proposal.

Mr. Byram: You have not attempted to show the 10 per cent asked for on mountain service added to the 5 per cent that is asked for on narrow gauge service on the narrow gauge roads which are operated in the mountains?

Mr. Bremerman: No, sir, I was not clear as to the relation of the two proposals.

Mr. Sheean: Have you covered everything as to the peculiarities of heavy grade operation, independent of the consideration of narrow gauge?

Mr. Bremerman: I believe so, yes, sir.

Mr. Sheean: Then, at page 155.

Mr. Bremerman: Pages 155 and 156 show the narrow gauge service in the Western territory, the three larger lines being the Colorado & Southern, the Denver & Rio Grande and

the Southern Pacific. The North Western, the Burlington and the Milwaukee have a limited amount of narrow gauge track.

Mr. Sheean: And on those pages are shown also, apparently, the same information that is not obtained from the schedule itself?

Mr. Bremerman: As in the previous exhibit, we canvassed the roads for a report as to their narrow gauge track and their narrow gauge schedules, and such explanation as they deemed proper of these schedules, and it is here set forth as they gave it.

Mr. Shea: Well, is not this a copy of the schedules or the rules that are in effect on these roads?

Mr. Bremerman: Yes, sir.

Mr. Shea: Are there any provisions stipulated herein that are not shown on the schedules of these roads?

Mr. Bremerman: I couldn't say. We took the schedules themselves.

Mr. Shea: What I meant is, are there any stipulations in this exhibit that are not covered in the schedules, that do not appear in the schedules?

Mr. Bremerman: The column at the right, headed "explanation," is not from the schedules. It is intended only to explain these schedule provisions. They are necessary to be explained.

Mr. Shea: Whose language is that?

Mr. Bremerman: That is the language of the individual road, taken from the report.

Mr. Shea: The way they interpret that?

Mr. Bremerman: Yes, sir. They are not an interpretation in all cases, but more an explanation.

Mr. Sheean: By way of explanation, Mr. Shea, taking the first one as I recall it, there is nothing in the Chicago & North Western schedule which shows that they have any narrow gauge lines at all. Now, all the rates, and so forth, do appear in their schedules, but in the explanation to the right, we set out the fact that between Deadwood and Lead, distance 4.6 miles, there is narrow gauge service, in which the engine in service is class G, cylinder 16x20 inches, and the weight on drivers is 54,000 pounds; that between Fennimore and Woodman, Wis., a distance of 16.4 miles, engines in service, class D-10, cylinders 11x16 inches, weight on drivers 22,000 pounds, class D-11, cylinders 11x18 inches, weight on drivers 44,500 pounds, service in this

territory is mixed service. My recollection is—I am speaking offhand—that from merely looking at the Chicago & North Western schedule no one would know that they operated any narrow gauge service, because there is no special provision as to narrow gauge.

Mr. Bremerman: You are not exactly correct on that as to the North Western. The North Western schedule does provide for narrow gauge service in the Black Hills service, and narrow gauge, Fennimore—Woodman line, but gives no details such as you find here, of mileage, engines, etc. That is true of the Milwaukee, Eastern Lines. There is nothing in their schedule as to narrow gauge service.

Mr. Sheean: Well, as to the North Western, then, there is no information from the schedules as to the mileage, where it applies, or the size of the engines that there operate?

Mr. Bremerman: No, and its kind of service.

Mr. Sheean: So that in the last column, "Explanation," the effort has been to make understandable the extent to which narrow gauge was in use in the territory?

Mr. Bremerman: The Milwaukee carries out your thought there, Mr. Sheean. You will find in the explanation there "Paid the same rate as men on smallest standard gauge engines."

Mr. Shea: Is that a mountainous territory where the narrow gauge is operated on the Chicago, Milwaukee & St. Paul?

Mr. Bremerman: I don't think so. It is Bellevue, Iowa, to Cascade, Iowa. I am not familiar with the geographical situation.

Mr. Shea: How about the narrow gauge on the North Western and the Burlington. Is that in a mountainous territory?

Mr. Bremerman: I couldn't say. Some of it is in the Black Hills.

Mr. Byram: As to the Burlington, it is, Mr. Shea.

Mr. Shea: I was asking the witness.

Mr. Byram: I thought you wanted to know.

Mr. Shea: I wanted to see whether he knew or not.

Mr. Bremerman: It is a question whether it is mountain territory. That was my doubt. What differentiation mountain territory would be, I am sure I don't know.

Mr. Sheean: As to the Milwaukee running trains between

Bellevue, Iowa, and Cascade, Iowa, I wondered what range of mountains Mr. Shea suspected it might be in.

Mr. Shea: Well, what I wanted to find out was if it was not a mountainous territory; of course that ten per cent would not apply.

Mr. Sheean: Well, I did not know whether that was now the attitude of the presentation or not, in view of the fact that this proposal is written across each rate on one of their exhibits, not limited to mountain territory, but to every rate—in one of their exhibits.

The Chairman: I see, in the first line there, the wages are based on cylinders, weight on drivers, 54,000 pounds. Now, what rate would that take, assuming that you adopt the proposal. Can you give me that?

Mr. Bremerman: The rate is not based, as I understand it there,—that is, taking it from this exhibit—alone, on the size of cylinders. That just gives the size of the cylinder of the engine that happens to be in service there. It is a fixed rate in the Black Hills district.

The Chairman: Yes, 5 per cent; I see.

Mr. Burgess: Mr. Bremerman, this is the rate shown here in the middle of the page?

Mr. Bremerman: Yes, sir.

Mr. Burgess: That applies to narrow gauge?

Mr. Bremerman: In the Black Hills District.

Mr. Burgess: Now, am I right in assuming that the passenger engineer gets 4.95?

Mr. Bremerman: Yes, sir.

Mr. Burgess: And the freight engineer gets 4.95, just the same?

Mr. Bremerman: Yes, sir.

Mr. Burgess: On the narrow gauge railroad.

Mr. Sheean: 4.6 miles long.

Mr. Byram: The explanation down at the corner says the service is mixed service.

Mr. Bremerman: Mixed service.

Mr. Byram: Yes, sir.

Mr. Bremerman: The schedule is here.

Mr. Burgess: All I wanted was correct information.

Mr. Bremerman: Narrow gauge, Black Hills District,

4.95 in passenger, 4.95 in freight. Note: "Ten hours or less to constitute a day's work. Overtime pro rata."

Mr. Burgess: I see.

Mr. Bremerman: The same, I take it, for the narrow gauge, Fennimore-Woodman Line.

Mr. Burgess: Now, that is the rate that applies on the Chicago & North Western, is that right?

Mr. Bremerman: Yes, sir.

Mr. Burgess: And what is the rate for the Burlington Road? That shows 4.60, does it not?

Mr. Bremerman: 4.60 per day.

Mr. Burgess: In both freight and passenger? Oh, you have just got passenger.

Mr. Bremerman: It is just freight.

Mr. Burgess: Just freight?

Mr. Bremerman: Yes, sir.

Mr. Burgess: Thank you.

Mr. Sheean: The note says "Service is mixed three days per week and three days straight mine switching and freight work," I believe.

Mr. Bremerman: Yes, it is mixed on three days.

Mr. Burgess: This point on the North Western, or this line on the North Western in which they make no distinction in the rates of pay, as between their engineers in freight and passenger service, is a line 4.6 miles long.

Mr. Bremerman: Yes.

Mr. Burgess: Just a question in regard to the notation "Service is mixed three days per week and three days straight mine switching and freight work," are we to understand that three days they do not run any passenger service?

Mr. Bremerman: The three days, it is mixed.

Mr. Burgess: Yes, sir, and the other three days?

Mr. Bremerman: I would take from the note that they haul no passengers.

Mr. Burgess: I see.

Mr. Sheean: Now, what peculiarities, Mr. Bremerman, are there in this narrow gauge service, we might touch on lightly, as we pass? The Denver & Rio Grande seems to have quite a lot of narrow gauge service.

Mr. Bremerman: The Denver & Rio Grande, and the Colo-

rado & Southern, I think, have been pretty well covered. The Colorado & Southern embraces the Clear Creek district in narrow gauge and the South Park Division.

Mr. Sheean: Here, narrow gauge territory on page 156, seems to be divided into various fractions of miles for purposes of compensation or computing compensation on the Denver & Rio Grande. Nothing that you care to direct attention to particularly, as to peculiarities there?

Mr. Bremerman: Nothing, except what I believe I have already covered. The Southern Pacific is shown, of course, as having 160 miles of narrow gauge between Mina, Nevada and Keeler, California, for which they pay standard gauge rates, according to class of engine and kind of service.

Mr. Sheean: Oh, yes, you have simply related to this request generally for a 5 per cent increase on all roads, where narrow gauge locomotives are in use—all roads which have any kind of narrow gauge service?

Mr. Bremerman: Yes.

Mr. Burgess: Mr. Bremerman, this explanation up here on page 156, where it says the Clear Creek District, 66 miles, what would the engineer get on that? Does it show it on here? I think it is the Colorado & Southern.

Mr. Bremerman: Yes, it shows for firemen, tabulated schedule, Clear Creek District, freight service, Denver to Silver Plume and return, pays 150 miles; overtime after 13 hours.

Mr. Burgess: Well, the explanation says 66 miles. What would he get if he ran that 66 miles?

Mr. Bremerman: Well as I know the territory, Denver to Silver Plume territory and return, he would get 150 miles. This is the track mileage, straight away mileage. I do not know that that is the entire distance. I believe there is a branch up to Black Hawk. This explanation only gives the narrow gauge mileage.

Mr. Burgess: How would you interpret the explanation, looking at it as we are at the present moment, Clear Creek District, 66 miles, now what does that imply or explain?

Mr. Bremerman: That there are 66 miles of narrow gauge track in the Clear Creek District. Part of it might be on branches or offshoots from the main line, as I remember it from Denver to Georgetown.

Mr. Burgess: For which the engineer and fireman receive 150 miles if they run over that; is that correct?

Mr. Bremerman: If he ran Denver to Silver Plume and return, he would receive 150 miles and overtime would begin after 13 hours.

Mr. Sheean: Mr. Burgess, at the bottom of page 156, in that same column, there seems to be an explanation about the computation of rates, the latter part of the column. I do not know whether that answers the question or not.

Mr. Bremerman: That is speaking of the Colorado & Southern.

Mr. Byram: The third column on page 156, seems to tell how it is done, Mr. Burgess.

Mr. Bremerman: From the schedule.

Mr. Burgess: Now, when he ran from Denver to Silver Plume, would he embrace 66 miles of that run as narrow gauge work?

Mr. Bremerman: I do not know. I do not know the straight away distance between Denver and Silver Plume.

Mr. Burgess: It is almost impossible, then, to understand from this explanation what this mileage means?

Mr. Bremerman: I think that is true, Mr. Burgess. The explanation perhaps is deficient there. That is what they gave us, and perhaps I am at fault in not calling for more.

Mr. Burgess: The arbitrator would naturally assume that when he was looking for information, he would find it under the heading of "Explanation," and if he did not understand it, he would ask the witness who was explaining the exhibit, but, so far, we are unable to find out what that mileage means, as far as it is related to the wages of the engineer and fireman, even though it is in this exhibit, being explained by yourself.

Mr. Bremerman: Exactly. That is, you cannot regulate it exactly.

Mr. Burgess: No, but approximately.

Mr. Bremerman: Well, it is shown that the Clear Creek District has a mileage of 66. If you double it, it would be 132, and Denver to Silver Plume and return, in freight service, pays 150 miles. Now, that is approximate, but it is not exact.

Mr. Burgess: Yes, we could figure that out, as it would not be very hard to find out, but the trouble is, to my mind

(and I will admit my denseness), that some time we will have to look at this explanation, and it does not convey, as far as I am able to understand, or so far as you are able to explain, what relation this tabulated mileage has to the wages of the engineer and fireman under the heading of "Explanation."

Mr. Bremerman: We will furnish that, if you wish it. I will have it supplied.

Mr. Byram: Is not this really a trip basis?

Mr. Burgess: Pardon me, a moment, Mr. Byram. I meant as far as this exhibit is concerned, it is confusing and misleading.

Mr. Bremerman: I do not think so.

Mr. Burgess: Won't you explain it if you can?

Mr. Bremerman: It just shows what the mileage is of the Clear Creek District.

Mr. Burgess: But the question is what relation that has to the compensation of the engineer and fireman in the day's work.

Mr. Sheean: Between what points do you want to know, Mr. Burgess?

Mr. Burgess: I want to find out under the heading of "Explanation," regardless of points.

Mr. Sheean: But an actual point you want to know about?

Mr. Burgess: Well, 66, for instance.

Mr. Sheean: Between what points in operation on the road of the Colorado & Southern?

Mr. Burgess: I do not know.

Mr. Sheean: Have you in mind any particular point or points?

Mr. Burgess: No, sir. I want to find out, Mr. Sheean—there are four tabulations under the heading of "Explanation," for the Colorado & Southern Railroad.

Mr. Sheean: Yes, enumerating all the runs and trips and pay for them.

Mr. Burgess: Yes, sir.

Mr. Sheean: Now, do you know any other trip or trips that they make, except the trips enumerated?

Mr. Burgess: No, sir, I do not.

Mr. Sheean: Unless Mr. Burgess, there be some other trip or trips in that territory than the ones that are here enumerated,

and for which a rate of pay is provided, your question is purely hypothetical and your interest is hypothetical.

Mr. Burgess: No, I do not think so.

Mr. Sheean: Do you have any idea that there are other trips in that territory except the ones that are enumerated and as to which the rate of pay is provided?

Mr. Burgess: No, but I am trying to find out, Mr. Sheean, what relation this tabulation has to the wages of the engineer and fireman.

Mr. Sheean: The tabulation shows the various runs and the pay, which is enumerated. So far as I know, there are no runs, other than the ones which are here enumerated, as to which a rate of pay is provided in that territory, thus enumerated and the mileage, but the information is conveyed that of that total mileage a certain number of miles is in narrow gauge territory.

Mr. Burgess: Well, then, if an engineer ran from Golden to Denver, to Silver Plume and return, it could not—

Mr. Sheean: Wait a minute. Golden to Denver?

Mr. Burgess: Yes, sir, to Silver Plume and returned, it could not,—according to this exhibit, he would run 150 miles, and overtime would begin after 13 hours. Now, in making that run, does he embrace the 66 miles of narrow gauge territory, or the 102 miles, or what part of the narrow gauge territory, if any, is embraced in making that run?

Mr. Sheean: That, the exhibit does not purport to show, but we can have that ascertained, if it is desired, as to where the breaks come as between narrow gauge.

Mr. Burgess: It was necessary, in my mind, Mr. Sheean, in order to ascertain what this tabulation of mileage under the heading of "Explanation" meant.

Mr. Sheean: Simply that there are a certain number of miles that are narrow gauge. If you desire a map, showing just what part—

Mr. Burgess: No, that is all right.

Mr. Byram: Is not the confusing part of your inquiry the fact that this tabulation, showing the number of miles allowed for these different runs, does not also show the actual miles run?

Mr. Burgess: I do not think so, Mr. Byram. I wanted really to understand the exhibit. I am asking the question purely and honestly for information, and I thought that some

one could explain whether, in making these runs, how much, if any of the tabulated miles under the heading of "Explanation," was involved in making the round trip, or the straight away run between the points set forth in the other column.

Mr. Byram: Yes; I understand you want to know the actual miles run in order to get this 150 miles allowance from Denver to Silver Plume.

Mr. Burgess: And how much of the narrow gauge mileage it involved, if it involved any.

Mr. Byram: The actual mileage would show how many miles the man run.

Mr. Burgess: That shows here, but it does not show whether any of this 150 miles was in part the mileage tabulated under the head of "Explanation" as narrow gauge territory?

Mr. Byram: It is all narrow gauge.

Mr. Byram: It is all narrow gauge, of course, because this is a narrow gauge exhibit, and these are narrow gauge railroads.

Mr. Burgess: Then I am to understand that this 150 miles is all narrow gauge?

Mr. Byram: The service for which 150 miles is paid is narrow gauge. That does not mean that he runs 150 miles, but it is constructive mileage. This is all narrow gauge service, but there is an allowance above the actual mileage which makes 150 miles.

Mr. Burgess: Coming back to my original question, if a man ran this 66 miles in the Clear Creek district, what would he receive?

Mr. Byram: If he went from Denver to Silver Plume he would receive 150 miles. If he went from Denver to Georgetown and return, which is part of the same mileage, he would get 130 miles.

Mr. Burgess: In going from Denver to Silver Plume it would involve 66 miles or 100 miles?

Mr. Byram: That is just the point. You want to get the actual mileage, and that is not shown.

Mr. Sheean: Perhaps we can supply it.

Mr. Byram: Mr. Burgess, will you indicate in the record just what you want, and we will supply it?

Mr. Burgess: I do not know how I can make it any clearer than I have, really.

Mr. Byram: Would you like to have the actual miles run in order to earn 150 miles on each one of these narrow gauge runs? Is that what you want? If it is, we will be able to furnish it.

Mr. Burgess: If I asked my question over, it would be repetition, and unfortunately I cannot make it any plainer. My original question rested on the fact that under this explanation, if a man ran 66 miles, what would he receive?

Mr. Byram: That would depend on whether any of these runs which have a certain number of miles allowance included 66 actual miles of running. He would not run—I am familiar enough to know that in going from Denver to Black Hawk and return, for instance, he would not run over the whole 66 miles, but he would run over part of it.

Mr. Burgess: Mr. Bremerman, to one who does not understand the situation, reading this exhibit and finding a run, Golden to Denver, to Silver Plume, return to Golden; then looking at the column under the heading "Explanation," he finds 66 miles narrow gauge, 102, 74, 163. That would indicate, at least to my mind, how much of this mileage stated under the explanation was used in making this 150-mile run.

Mr. Byram: Exactly.

Mr. Burgess: In order to obtain a real idea of what the engineer was actually earning at the present time while operating over narrow gauge territory.

Mr. Byram: I understand. That can be furnished.

Mr. Sheean: If you will turn to the next page, 156, and read the explanation as to narrow gauge territory at the bottom there, as to how the computation of earnings is made, the bottom of 156.

Mr. Bremerman: "In figuring earnings under the above rates, an engineer or fireman shall receive a day's pay unless the actual miles run multiplied by the rate per mile for that territory exceeds the day, in which case he will receive the number of miles actually run multiplied by the mileage rate; providing, that engineers will receive one-half day when the mileage does not equal one-half day's pay, or the hours exceed five."

Mr. Sheean: Now, preceding that explanation, is there an

enumeration on the D. & R. G. as to territory and miles, and the rates per mile in this narrow gauge territory?

Mr. Bremerman: Yes, sir, and the day's pay from which the rates per mile are calculated.

Mr. Sheean: Running through the D. & R. G. on these various runs, there seems to be an enumeration of the manner in which allowances shall be made on the trip, and this explanation in the lower right-hand corner is as to the application of this mileage rate on the D. & R. G.?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Is there anything more you wanted to say as to that, other than what was said in connection with the map of the D. & R. G. which you offered yesterday?

Mr. Bremerman: I don't think so.

Mr. Sheean: Anything more about the narrow gauge service, Mr. Bremerman?

Mr. Bremerman: No, sir.

Mr. Sheean: At page 157, Mr. Bremerman, beginning there, you have the heading "Special Provisions for Branch, Specified, or Excepted Runs," in Western territory. There is not, in the proposal here submitted, any exception or special provision as to the branch or specified or excepted runs?

Mr. Bremerman: No, sir.

Mr. Sheean: Or anything that makes any special provision in any of this territory, or any exception to the general rules either as to branch runs or any particular specified or excepted runs.

Mr. Bremerman: No, sir.

Mr. Sheean: Just state in your own way what is covered by the part of the Exhibit beginning at page 157 and following?

Mr. Bremerman: From page 157 to 171 are set out the special provisions for branch, specified or excepted runs in the Western territory. It was prepared primarily from reports furnished by individual roads, after request by the Conference Committee, and to correspond with their explanation or report of those special provisions, they have herein set out the schedules, rules and rates where there are such in the schedules.

Mr. Sheean: And under the heading of "Explanation," the language or information there contained is the information

furnished by the roads as to what the particular excepted or branch line operation is?

Mr. Bremerman: Yes, sir.

Mr. Sheean: On that exhibit I note, on page 157, Mr. Bremerman, that this narrow gauge line of the North Western, about which some question was asked, as to whether it was in mountain territory or not, is given. Will you just read the information as to that Fennimore-Woodman line?

Mr. Bremerman: "Fennimore-Woodman Line, Madison Division, Narrow Gauge.

"Mileage of Branch: 16.4.

"Special rate or rule:

"As per special schedule provision, the engineers' rate of pay is \$4.60, and the firemen's \$2.80 per 100 miles.

"These rates compare with minimum standard rates, as follows:

	Through	Way
"Engineer	\$4.60	\$4.90
"Firemen	2.85	3.10

"There is one engine crew assigned making two round trips per day (daily except Sunday).

"First trip, 6:10 A. M. to 8:55 A. M.

"Second trip, 4:55 P. M. to 8:50 P. M.

"If the engine crew is required to perform work train service during the interval between the schedule of the trains (8:55 A. M. to 4:55 P. M.) they are allowed the equivalent of the actual miles made on the scheduled runs, in hours, plus the time actually engaged in work service.

"Character of Service: Mixed.

"Size of power used: Class D-11; 11-inch cylinder.

"Average number of cars handled: 2 passenger, 1 freight.

"Miles run: 65.6.

"Hours on duty: 6. (per time card.)

"Note.—(General Superintendent's letter of July 24, 1913, indicates that this crew is ordinarily on duty about 8 hours and 40 minutes per day.)"

Mr. Sheean: Now, the information as to the various special provisions covering branch or specified or excepted runs, is set out on all these pages following 157?

Mr. Bremerman: Yes, sir.

Mr. Sheean: I note, on 158 apparently, the information that was asked for some time ago is set forth in detail.

Mr. Bremerman: Yes, sir.

Mr. Sheean: Will you read just what they do on that run, the Black Hills & Ft. Pierre Railroad?

Mr. Bremerman: Black Hills & Ft. Pierre Railroad, engineers' schedule, \$4.60 per day; overtime after 10 hours.

Deadwood Central, \$4.60 per day; overtime after ten hours.

"Firemen's schedule, Black Hills & Ft. Pierre, \$3.30." Same overtime provision as engineers.

"As a rule, one crew handles both runs on alternate days. Time card schedule:

"Leave Lead 7:00 A. M.

"Arrive Nemo 10:10 A. M.

"Leave Nemo 10:40 A. M.

"Arrive Lead 3:50 P. M.

"Trains run extra between Deadwood and Bald Mountain or Ruby Basin.

"Class of engine used: Narrow Gauge.

"Average cars handled, 1 passenger and 8 freight cars.

"Hours on duty: Continuously in spread of 8 hours 50 minutes on B. H. & Ft. P. and 7 hours 30 minutes on Deadwood Central.

"Overtime is paid on basis of 10 miles per hour.

"Extra pay is allowed for hostling at Lead."

	Earnings for April	
	Engineer	Fireman
"Regular time,	\$138.00	\$99.00
"Overtime,	7.60	5.45
"Hostling,	7.82	5.61
Total	\$153.42	\$110.06

"Reason for listing this run:

"Schedule classification rates do not cover narrow gauge engines."

Mr. Sheean: The Burlington seems to have quite a number of branch, specified and accepted runs, page 158. The detail is set out as to these various runs and what is paid on them.

Mr. Bremerman: Yes, as furnished by the Burlington.

Mr. Sheean: Covering operations on various branches and short lines, three, four and five miles long?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Manned by one day and night crew?

Mr. Bremerman: Yes, sir.

Mr. Sheean: On page 159, schedule provisions of the Chicago, Milwaukee & St. Paul are set out with reference to main and branch lines, and also, throughout all of these pages, schedule provisions appear in the first two columns, and explanation as to the situation to which those schedule provisions apply, in the last column.

Mr. Bremerman: Yes, sir.

Mr. Sheean: Is there anything to which you wish to direct attention particularly, on this exhibit of branch, specified or excepted runs?

Mr. Bremerman: No, sir.

Mr. Sheean: Mr. Bremerman, I notice on page 159-A the Rock Island seems to have quite a lengthy explanation as to a number of runs that would apparently be affected?

Mr. Bremerman: Their explanation covers general arrangements in running crews, and covers exceptions to the schedules rather than strictly excepted runs.

Mr. Sheean: Let us take the first one or two there of what they put under the head of explanation—let us take the first two paragraphs.

Mr. Bremerman: "Runs 9, 321, 322, 326, passenger service, Rock Island to West Liberty, two round trips daily; average number of cars handled, three; miles run, 160; size of engine used E-19, cylinder 19 by 26 inches, weight on drivers 83,000 lbs.; eight hours on duty. Engine crew considered relieved approximately three hours per day account off duty between trips at Rock Island and West Liberty. The fireman on this run originally claimed time at turning point or approximately three hours, which, if allowed, instead of paying straight mileage, would amount to \$2.14 per day for the engine crew.

The engine crew which handles train No. 409 from West Liberty to Cedar Rapids makes the run on the previous day from Cedar Rapids to Burlington and return to West Liberty, where the crew is released and then handles train No. 409 (an average five car train and class E-16 engine, cylinders 18 by 24

inches, weight on drivers 69,800), from West Liberty to Cedar Rapids, 37 miles. Under the schedule this crew is technically entitled to 100 miles for the single trip West Liberty to Cedar Rapids; but is allowed only 37 miles with an hour overtime for making up train 409, or the equivalent of 47 miles for the trip. This is a local agreement; on the demand for 100 miles the engine crew would be required to live at West Liberty and the runs rearranged so as to avoid paying 100 miles for 37. Rather than be located at West Liberty, the engine crew agreed to the basis outlined. The actual time on duty is 1 hour 40 minutes."

Mr. Sheean: You have simply set forth here any explanation that the Rock Island had furnished as to peculiarities of branch, specified or excepted runs.

Mr. Bremerman: The exceptions that there are to their schedules.

Mr. Sheean: We have a whole page of Colorado & Southern, 160. Anything special to call attention to there as to the Colorado & Southern?—There are two pages.

Mr. Bremerman: I think in the explanation there, the way freight for the miles run, Denver to Golden and return, 30 miles; Golden to Silver Plume and return, 75, that might indicate—that would indicate it was 15 miles between Denver and Golden, and $37\frac{1}{2}$, Golden and Silver Plume, which would be $52\frac{1}{2}$. The tabulated schedule Denver to Silver Plume and return, they receive pay for 150 miles for 75. That explains, I think, part of the feature Mr. Burgess was speaking of a while ago. That gives us the actual mileage there, it seems to me.

Mr. Burgess: What page is that, Mr. Bremerman?

Mr. Bremerman: Page 160.

Mr. Burgess: What part of the page is that?

Mr. Bremerman: It is in the explanation, Mr. Burgess, it is the second and third items of the explanation. The column headed "Miles Run" shows that the miles run, Denver to Golden and return, is 30; Golden to Silver Plume, 75. That is 105, or $52\frac{1}{2}$ miles Denver to Silver Plume, according to that calculation; and in the second column, under the head "Firemen," tabulated schedule, Clear Creek District, freight service, Denver to Silver Plume and return, 150 miles. The point is, it seems to me, that this shows one feature of the inquiry of Mr. Burgess.

Mr. Sheean: That tabulated schedule showing the allow-

ance in miles, and this part of the explanation showing what the actual miles run between certain points are.

Mr. Bremerman: Although it will not show how much of that 66 miles they run over.

Mr. Burgess: Neither will it show how much time was consumed in making the run, will it?

Mr. Bremerman: No, except as overtime begins.

Mr. Sheean: On these branch, specified or excepted runs, is there anything particularly to which you wish to direct attention?

Mr. Bremerman: They are all given in great detail.

Mr. Sheean: That shows an explanation in many cases of just what the run is, and what the men earn on that run.

Mr. Bremerman: According to the way the roads reported it. It varies. In some cases they went into greater detail, and in others they did not.

Mr. Sheean: Here is one at page 162, that apparently attempts to state what the application of this proposal would be to the particular run shown. Will you just read that? This Menominee Line, page 162, that is the first one, and the other the Stillwater branch.

Mr. Bremerman: I think you are mistaken, Mr. Sheean, as to that showing what the proposal would be. That is the present rate. That is the present pay, but I will read it if you wish.

Mr. Sheean: I wish you would, please. I misunderstood it in the hasty reading.

Mr. Bremerman: Page 162, Chicago, St. Paul, Minneapolis & Omaha, explanation for the Menominee Line:

"The crew on the Menominee day run goes to work at 6 A. M., ties up about 5 P. M., an average of 11 hours on duty. Crew makes five round trips each day, handling 2 passengers, and from 1 to 11 freight cars on a trip, or an average of 2 freight cars every trip. In addition to regular trips, crew makes about four extra round trips each week, handling an average of 6 cars on each trip, Menominee to the Junction, and 1 car from the Junction to the City. These extra trips are made after getting into Menominee on the last regular trip or No. 49 at 3:35 P. M. This crew also does the station switching at Menominee.

"The night crew on the Menominee line goes to work at 7 P. M., ties up at 6 A. M., 11 hours on duty, makes 5 round trips, handling 2 passenger and an average of 2 cars per night between Menominee City and the Junction. This crew very seldom handles any freight cars on the trips between Menominee Junction and Menominee.

"The distance between Menominee and Menominee Junction is 3 miles. An 18x24-inch cylinder eight-wheel locomotive is used, 58,200 lbs. in weight on drivers. The day crew, in making 5 round trips, runs 30 actual miles. The night crew, in making the same number of trips, also makes 30 actual miles. These crews are on duty 11 hours each, for which they receive pay as follows, including all overtime, except whenever these crews make a trip or do any work on the main line they are paid extra for it at the regular road rates.

"Day engineer works 12 hours at \$4.40, including overtime.

"Day fireman works 12 hours at \$2.65, including overtime.

"Night engineer works 12 hours at \$4.40, including overtime.

"Night fireman works 12 hours at \$2.65, including overtime.

"While the actual time working on the Menominee Line is less than 12 hours, this engine is double-crewed. The crews relieve one another each 12 hours.

"The reasons for the rates established on the Menominee Line are that the work is so light it requires but a very small engine to handle it, also that the work includes passenger, freight and switching. The crews employed on that line are enabled to be at home every day and are not at the same expense as ordinary road crews."

Mr. Sheean: These explanations are simply the explanations of the roads that sent them in, as to the different roads.

Mr. Bremerman: Furnished by the Omaha Road?

Mr. Burgess: Pardon me, Mr. Sheean, does that engineer run every day or twenty-six days? I failed to note whether it is in there or not.

Mr. Bremerman: I could not say.

Mr. Burgess: So, for the 12 hours' service of the day, if

he worked twenty-six days he would draw \$114.00, as I understand it. You don't know whether he works Sundays or not?

Mr. Bremerman: No, I don't.

Mr. Burgess: That is all.

Mr. Sheean: The explanations as to various branches on the El Paso & Southwestern are set out in detail on page 163; Illinois Central on 164. As to branch line, specified or excepted runs, all of the explanations therein are as furnished by the roads.

Mr. Bremerman: Yes, that accounts for the variation in form, or what they sent us. It is just what they gave us in explanation of their branch, specified or excepted run provisions.

Mr. Sheean: There is no uniformity, either as to the length of line or the operations on the branch, or the payment made for this branch line?

Mr. Bremerman: No, sir.

Mr. Sheean: Except in the "Explanation" column, there has not been any effort on your part, Mr. Bremerman, to assemble or relate the importance, in mileage or otherwise, of this branch line with the main line of the system?

Mr. Bremerman: It is a mere showing of the branch line, excepted and specified run provisions in the schedules.

Mr. Sheean: The Sunset Central Lines, beginning at page 169, seem to have a great number of excepted and peculiar runs, where they are taken care of by particular local conditions.

Mr. Bremerman: They have a separate section in their schedule entitled "Branch Service," and they have explained those branch runs, and it takes quite a few pages to do it.

Mr. Sheean: Page 172, under the head "Electric and Motor Car Service," just explains the manner of compilation shown there.

Mr. Bremerman: That is a summary for the Western territory only of the rates of pay in electric and motor car service.

Mr. Sheean: Have you separated as between electric and motor car?

Mr. Bremerman: No, it shows both.

Mr. Sheean: And the detail of that is shown at page 173?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Just in a general way, will you state about

the proportion of the main line that has a schedule provision covering this feature of operation?

Mr. Bremerman: 30 per cent of the schedules have no provision for rates in electric or motor car service; 22 per cent show no rates but contain Chicago Agreement of December 24, 1910.

Mr. Sheean: I wish you would just briefly explain what that Chicago Agreement is, or why that is referred to there.

Mr. Bremerman: It is the settlement, as I understand, in the last wage movement.

Mr. Sheean: As to the purpose of showing it here, was it simply that in that agreement jurisdiction was given in motor car service if a freight engineer qualified for that service? I won't attempt to quote it, but just quote the part of the agreement that made it necessary, as you thought, to insert that here.

Mr. Bremerman: The agreement, Article 2: "Whenever a sufficient number of engineers on any seniority division have qualified for motor car service, the engineers on that division will be given the right to operate same, and seniority will be interchangeable with steam, the Superintendent or Master Mechanic to be the judge of whether a sufficient number of men have qualified. Present rates of pay for engineers in motor car service to be increased 40 cents per day. Except as modified by this article, present rules and working conditions governing this service to continue. Engineers making application for motor car service, and thus qualifying as motormen, will retain their rights in steam service, with the understanding that, having accepted motor car service, they will remain in such service until they can be relieved by engineers qualifying for such service."

Mr. Sheean: Your purpose in referring to that in this summary was to indicate that although certain roads had no provisions in their schedules as to rates of pay for motor car service, and possibly no motor car service in actual operation, nevertheless, because of being parties to that Agreement, the right of the engineers to qualify for that service was fixed by that agreement?

Mr. Bremerman: Yes, sir.

Mr. Sheean: The rates shown there vary in what manner, from gasoline—

Mr. Bremerman: From \$3.90 per 100 miles, to \$4.40 to \$4.90.

Mr. Sheean: What in the way of monthly rates?

Mr. Bremerman: With monthly rates of \$132 to \$137.15, and excess mileage provisions on those monthly rates. Rate of \$5.00 per day, no overtime in electric service; \$4.40 per day of 10 hours or less on gasoline motors on 4.5 per cent of the mileage.

Mr. Sheean: Just turn to page 173, and will you give us briefly the road or roads on which these different provisions prevail, taking your first column, "\$132 per calendar month. Mileage in excess of 5,000 at 2.64 cents per mile." What road does that obtain on?

Mr. Bremerman: That is the Union Pacific. "Unassigned men performing irregular motor service paid 4.17 cents per mile."

"Schooling for purpose of qualifying shall consist of both shop and road experience, not to exceed 30 days, and paid for at \$2.50 per day of 10 hours or less."

Mr. Sheean: Schedule provision of "137.15 per calendar month, mileage in excess of 5,000 at 2.74 cents per mile," where does that obtain?

Mr. Bremerman: Oregon Short Line, with the same provision as just read for schooling for the purpose of qualifying.

Mr. Sheean: And "\$3.90 per 100 miles or less," on what road or roads does that obtain?

Mr. Bremerman: Santa Fe, Eastern and Western.

Mr. Sheean: \$4.15 per 10 hours or less, on what road or roads does that obtain?

Mr. Bremerman: That is shown as applying on the Kansas City, Clinton & Springfield, and the St. Louis & San Francisco and the Missouri, Oklahoma & Gulf.

Mr. Sheean: "\$4.20 per 100 miles or less, 10 hours or less," where does that obtain?

Mr. Bremerman: Chicago Great Western; Chicago, Milwaukee & St. Paul, Eastern Lines, rules governing steam service apply to motor service.

Mr. Sheean: "\$4.40 per 10 hours or less," no provision as to miles, what roads?

Mr. Bremerman: St. Louis, Brownsville & Mexico; San Pedro, Los Angeles & Salt Lake.

Mr. Sheean: "Steam motor cars per 100 miles or less, \$4.15. Gasoline motor cars per 100 miles or less, 10 hours or less, \$4.00."

Mr. Bremerman: Rock Island.

Mr. Sheean: "Gasoline motor cars, \$4.40. Electric motors in helper service, \$4.90 per 100 miles or less, 10 hours or less," what road has that provision?

Mr. Bremerman: The Great Northern and the provision that on grades of 1.8 per cent or greater, 10 per cent in excess of those rates for actual distance covered by such grades shall be paid.

Mr. Sheean: "Electric service, \$5.00 per day, no overtime"—What road has that provision?

Mr. Bremerman: Southern Pacific, Pacific System.

Mr. Sheean: "Gasoline motors, \$4.40 per day, 10 hours or less," that is also on that same system. I read only part of the tenth column.

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, there are a number of roads which, on this summary, have provision for time to be computed one hour before scheduled leaving time of first trip, and to end on arrival at terminal, at end of final trip. Is it pretty generally provided in the schedules, where gasoline service is installed, for allowing an hour to the engineer who operates a gasoline engine, before the time of his trip?

Mr. Bremerman: I would say so, yes, in gasoline motor car service.

Mr. Sheean: And where gasoline service is covered, that period of one hour is generally allowed?

Mr. Bremerman: Usually, yes, sir.

Mr. Sheean: Is there anything about this electric service to which you wish to call attention other than that?

Mr. Bremerman: As to the firemen, the only provision is that on the Great Northern that trolley men on electric locomotives will be paid \$3.30 for 10 hours or less, 100 miles or less.

Mr. Sheean: Now, the electric service in the East is shown at page 174.

Mr. Bremerman: Yes, sir.

Mr. Sheean: In what manner was that compiled, from the schedules which contain provisions as to electric service?

Mr. Bremerman: Yes, sir; furnished by the Bureau of Information of the Eastern Railways.

Mr. Sheean: Just give us, in a general way, what differences there are in the electric operation on railroads in the East, as to rates or miles that are the equivalent of a day?

Mr. Bremerman: As to engineers, the Baltimore & Ohio pays \$4.25 for a day of 12 hours. The Bessemer & Lake Erie, the rate—they seem to be silent as to the rate. I could not say as to what it is. Boston & Maine, in freight or combined freight and passenger service, engineers running helpers in the electric service shall receive for 10 hours \$4.75. In exclusive passenger service, \$4.25 for 10 hours. The rules applicable to engineers in steam service will apply, except as qualified, qualification for seniority arrangements. Buffalo, Rochester & Pittsburgh shows no rate, but the award in the East is quoted in the schedule.

Mr. Sheean: That did not fix any rates for the electric service? Well, you need not take any time for that, Mr. Bremerman. Now, as to some roads here, the Long Island, for instance, 130 miles is treated the equivalent of 10 hours; the Pennsylvania, 118 miles is treated the equivalent of 10 hours, for the purposes of compensation?

Mr. Bremerman: Yes, on one division.

Mr. Sheean: And as to the New York Central, you do not have carried out in that column either the basis of the day or the rates?

Mr. Bremerman: The agreement is the engineers take positions as engineers of the electric engines in multiple unit trains under the prevailing steam schedule.

Mr. Sheean: And the prevailing steam schedule, then, would show what the rate applicable there would be?

Mr. Bremerman: Rates and rules, as I understand.

Mr. Sheean: That would be 4.25 passenger, 4.75 freight, or have you made any comparison?

Mr. Bremerman: That is the Award in the East; the minimum, that is.

Mr. Sheean: Well, as to the New York Central, it is maximum as well as minimum, is it not?

Mr. Bremerman: I would not want to say offhand.

Mr. Sheean: Whatever it is will appear on the schedule, by the comparison back here on size of engines?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, all the information as to electric operation in Eastern territory is shown here at page 174?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Page 175, Article 3,—proposed Article 3, “Local or Way Freight Service. Local trains are way freight or mixed trains whose work is the loading or unloading of freight, or doing station switching en route.” Explain briefly the information which you have attempted to assemble at page 175 and following?

Mr. Bremerman: Page 175, for engineers, and page 176, for firemen, set forth the rules, defining local freights or classifying trains as such, for purposes of compensation in the Western territory, as related to that part of proposed Article 3 which defines local or way freight service.

Mr. Sheean: Do you set forth the names of all the roads, or only the roads which have attempted to make some definition?

Mr. Bremerman: The name of every road in the Western movement is shown, with leaders shown in the parallel column, when there is no rule.

Mr. Sheean: And where the roads simply list certain trains and say that the following trains shall be way freight, that fact is also set out, without setting forth the particular specified trains that are designated as way freight?

Mr. Bremerman: To save space, we have omitted the list of runs.

Mr. Sheean: And where these dotted lines appear opposite certain roads, that means that on those particular roads the schedule contains no definition of way freight, or no specification of certain trains being way freights?

Mr. Bremerman: It so indicates, yes.

Mr. Sheean: But on those roads it is not intended to be inferred from this that those roads do not designate, on time cards or otherwise, their way freights?

Mr. Bremerman: Or that they have no way freight service.

Mr. Sheean: Now, the same information is given as to firemen; that is, as to the schedules of firemen which contain provisions, at page 176?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Any comparison made with the Eastern territory or attempts to define local freight service?

Mr. Bremerman: For the East, similar information is given on page 177, and for the Southeast, on page 178, but no summary was made. It is difficult to summarize varying definitions in any shorter way than the rules themselves would show.

Mr. Sheean: In the Southeast, page 178, there seem to be four roads which have attempted to define, in the Engineers' schedule, what constitutes local freight—and one fireman's schedule.

Mr. Bremerman: Yes, sir.

Mr. Sheean: The information given you is that as to the Southeast these are all the schedules in which any effort to make the definition appears?

Mr. Bremerman: That is what is furnished me as representing the Southeastern schedules in that respect.

Mr. Sheean: And so, on page 177, the information is given you as being all of the schedules in Eastern territory where they have attempted to make these definitions in the schedules?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And, as stated before, that does not mean by any means that there are not way freight trains, or that they have discontinued way freight trains in their time cards?

Mr. Bremerman: That is correct.

Mr. Sheean: Everybody knows what a way freight is on those roads, without having a definition of it put in the schedule, or they may or may not. Now, there has been no effort to make any summary or division into columns to show how near or how far apart were the various definitions adopted on the different roads?

Mr. Bremerman: It would be impossible. A fair example of that is the Boston & Maine Railroad, on page 177, the first column, the second item. It is worthy of a reading.

Mr. Sheean: All right. Read it, please.

Mr. Bremerman: "All trains loading or unloading freight or doing switching shall be classed as locals. This will not apply to trains making less than six stops to take in or set out cars, requiring less than 11 switches at the five or less stops, exclusive of the necessary switching on account of placing air

brake cars for use to handle train, or when necessary freight may be unloaded at not more than three of the stops. Trains consuming 30 minutes or more icing beef shall be classed as locals.

“Note.—That part of the above rule reading, ‘When necessary freight may be unloaded at not more than three of the stops.’

“Example.—A train makes five stops to take in or set out cars; the rule allows this train to load or unload at three of these stops and not become a local, but should a train make five stops to take in or set out cars, and make one stop to load or unload at a station, other than the five stops to take in or set out, the train will become a local. To be clear on the matter, it will be understood that a train that makes six stops ‘in combination’ becomes a local.

“Note.—A switch is defined as follows: The setting out of cars from two places in train or taking in a car or cars not ahead on one track.”

That illustrates the difficulty in arriving at making a summary of these provisions.

Mr. Sheean: And that is what the Boston & Maine has inserted into its schedule so as to clear up this uncertainty that exists in railroad schedules as to what constitutes a local or way freight?

Mr. Bremerman: It is in the schedule. I don’t know who inserted it.

Mr. Burgess: When do we arrive at the point that we are clear?

Mr. Bremerman: That is not what I am clear on.

Mr. Shea: It shows, though, the necessity of uniformity, doesn’t it?

Mr. Bremerman: Well, I don’t know what it shows. I would not care to say, Mr. Shea.

Mr. Sheean: It does show that the Boston & Maine has attempted to give a definition in its schedule, doesn’t it, Mr. Bremerman?

Mr. Stone: Why don’t you read the firemen’s rule on the same road? It is not so complicated.

Mr. Bremerman: Yes. The second item under the heading of “Firemen” on the same page:

"All trains loading or unloading freight or doing switching, will be classed as locals. This will not apply unless trains unload freight at more than three stops, consume more than thirty minutes icing cars, make more than five stops or take up or set out cars, or make more than ten switches, exclusive of the necessary switching on account of placing air brake cars to handle train. The practice of handling caboose cars to remain as at present.

"Note.—A switch is defined as follows: The setting off of cars from two places in train or taking on a car or cars not ahead on one track."

Mr. Stone: That clarifies it.

Mr. Sheean: Now, Mr. Bremerman, on that same page, the New York, New Haven & Hartford seems to have defined as to both the firemen and engineers. Will you read it into the record, so we may get what their efforts have been in having a clear, well understood definition in the schedule?

Mr. Bremerman: In the third column, under the head of "Engineers," the New York, New Haven & Hartford says: "Engineers on trains that switch out or pick up cars at six (6) or more stations on a day's run will be paid local freight rates.

"Only one (1) stop will be allowed for any station, and a station is a place designated in the time-table by name at which a train may stop for traffic.

"If cars are left or taken from two (2) or more sidings at a station, it is to count as one (1) stop.

"A stop at an outlying siding will be counted as one (1) stop. By an outlying siding is meant a siding between two stations which is not operated as a part of the yard at either station.

"Initial and final terminal stations for the day's run are not to be counted.

"It is agreed that a stop at Slaughter House shall be counted as a station stop, if stop is not made at Northrup Avenue. If both stops are made, it will count as one (1) station, Northrup Avenue by this rule being a regular station. It is further agreed that Charles Street yard shall be considered a station in the meaning of the rule, and that Brayton Avenue is included in Providence Station.

"Trains that load or unload freight into or from cars and

stations at four or more stations will be classed as local freight trains.

“Engineers performing mixed service on Branch lines, or running road switchers, will be paid local freight rates.

“Note.—A combination of switching out or picking up cars and loading or unloading freight into or from cars and stations aggregating six stations will be allowed.

“Example.—If a crew switches out or picks up cars at four stations and loads or unloads freight at two stations, local freight rates will be paid.”

Mr. Sheean: Well, now, unless the gentlemen wish it, I won't insist on his reading the firemen's provision as to what constitutes local freight service.

Mr. Phillips: It is exactly the same.

Mr. Sheean: Now, Mr. Bremerman, it would seem that in some roads which have attempted to have a schedule definition as to local and way freight service, that after getting the definition it then became necessary in practical operation to define what they mean by “station,” at least, on this one road.

Mr. Bremerman: There are several roads that append examples and explanations.

Mr. Sheean: You have not attempted to show by mileage, or summarize in any summary way, in the Western territory those who define and those who have not defined what constitutes local freight service?

Mr. Bremerman: Well, I see we have not. Ordinarily—

Mr. Sheean: Is that due to the fact, Mr. Bremerman, that the columns or classifications are not susceptible of definitions or assembling in the way of any defined denomination?

Mr. Bremerman: It can be shown how many are in the provision. That is all it ordinarily would, but I find that on that page it is not. It could be spread, if it is desired.

Mr. Sheean: But it is not feasible or possible to classify how many roads have this definition or that definition, because of the lack of similarity or uniformity?

Mr. Bremerman: Oh, I think you might be able to combine one or two roads, perhaps, here and there that have the same language, or approximately, but in effect your summary would not be condensed much more than this sheet here.

Mr. Sheean: Is there anything further about this local

freight definition to which you think attention should be specifically directed?

Mr. Bremerman: Not on these pages, no.

Mr. Sheean: Now, the other part of Article 3, shown at page 179, being that part of Article 3 which provides that "Through or irregular freight trains doing work such as loading or unloading freight, stock or company material, switching at stations, spurs, mines, mills or required to pick up or set out cars, unless cars to be picked up are first out, or cars to be set out are switched together at terminals, or doing any other similar work, shall be paid for same at overtime rates in addition to time or mileage made on the trip."

What is the information which you have assembled to be considered or looked at in connection with or in relationship to this part of the request?

Mr. Bremerman: In relating the present schedule rules to that part of proposed Article 3 for additional pay in through and irregular freight service, it is divided into three sections: First, as to intermediate switching, loading and unloading freight (pages 179-181); second, as to loading and unloading stock, icing cars, weighing cars between terminals (pages 182-184); third, work service, loading and unloading material, re-railing cars, etc. (pages 185-187); all for the Western territory.

Mr. Sheean: Now, before looking at the summary on 179, suppose we take 180, in which is shown by roads the different items which you have attempted to classify from groups 1 to 137?

Mr. Bremerman: On page 180, as to engineers, columns 1 to 5, we show how the payment is earned.

Mr. Sheean: Give us the five columns?

Mr. Bremerman: "1. Station switching, other than picking up and setting out cars not in connection with their own trains.

"2. Picking up and setting out cars and doing station switching.

"3. Switch at two points or switch one hour at one point, or load or unload freight at two or more points."

Mr. Sheean: Now, there is nothing shown in that column on the engineers' sheet, nor is there anything shown on the

firemen's sheet in Western territory in column 3, Mr. Bremerman. Why was column 3 used?

Mr. Bremerman: Well, I cannot account for that offhand, except that in the preparation, at one time, we had a road shown there, and on check it was changed to another column. It should have been eliminated entirely.

Mr. Sheean: The next column you show by roads.

Mr. Bremerman: Oh, it is computed. That is actual time.

Mr. Sheean: You have not completed the "How earned." I interrupted you at column 3.

Mr. Bremerman: Column 4 covers "Loading and unloading freight." Column 5, "Delayed at any one point one hour or more switching, loading or unloading freight."

Mr. Sheean: That is, that last column, if I understand it, Mr. Bremerman, means that in case there is a delay of one hour or more in switching at any one point, that will be compensated separately from the time and mileage of the trip, but unless it is up to one hour or more, and unless it runs into overtime, there will be no payment for it—or, do I correctly analyze your column 5?

Mr. Bremerman: Column 5 only shows how the payment is earned. Your former questions are shown in the other column. That is, it is paid after the first full hour according to column 11. It is paid at through freight rates according to column 14. And it is paid on trips of less than 10 hours or less than 100 miles. That is, the hour would be paid, in addition to the minimum day. It is deducted from overtime on trips of over 100 miles or 10 hours.

Mr. Sheean: That is, when you speak of it being deducted from overtime, you mean that it is not paid for twice, both as a switching allowance and also as an overtime allowance?

Mr. Bremerman: Yes. Of course, it would only be deducted from overtime where overtime is figured on the complete time of the trip, including this intermediate service. Columns 16 and 17 were not clearly set out in the schedule, and were referred to the roads.

Mr. Sheean: That is, column 16 shows the roads over which the payment is made on trips of less than 10 hours or 100 miles?

Mr. Bremerman: Yes.

Mr. Sheean: That is, speaking surely on that, it is paid as an arbitrary?

Mr. Bremerman: To that extent, yes, sir.

Mr. Sheean: That is, whatever the hours or miles may be under your schedule provisions, whether it is 10 miles or 2 hours all told, this would be added on certain roads?

Mr. Bremerman: Yes.

Mr. Sheean: And that is shown in column 16?

Mr. Bremerman: Yes.

Mr. Sheean: In column 17, is shown the roads on which there is a provision which prevents it being paid both as over-time and as a special allowance?

Mr. Bremerman: Yes. Indicated by the "yes" or "no," as the case may be.

Mr. Sheean: Now, turning back to the summary preceding page 180, in a general way, Mr. Bremerman, what is the relationship of these different provisions in the territory? I mean, on a mileage basis, how many of them are there, what percentage or proportion which have certain provisions, and what percentage certain other provisions?

Mr. Bremerman: 6.9 per cent of the mileage as to engineers' pay for station switching other than picking up and setting out cars not in connection with their own train.

33.7 per cent pay for loading and unloading freight or station switching, other than picking up and setting out cars not in connection with their own train. With part of that percentage qualified further as indicated by the finer type.

One-half of one per cent pays for picking up and setting out cars and doing station switching. Switching at places where switch engines are in service pay extra for such service, at over-time rates; 9.3 per cent, picking up and setting out cars and doing station switching or loading and unloading freight, with the qualification for part of the mileage that follows; 1 per cent loading and unloading freight or delayed at any one point 1 hour or more, switching, loading or unloading freight; 5.6 per cent delayed at any one point 1 hour or more switching, loading or unloading freight; 5.3 per cent where 2 hours' station switching in the aggregate, unloading freight at one or more stations, or where station switching is performed and freight unloaded at 4 or more stations, local freight rates paid for entire trip: 1.7

per cent, road engineers required to do switching at points where switching engineers or hostlers are on duty will be paid a full hour for any fraction of first hour, at 55 cents per hour (does not apply to branch lines); 35 per cent for no provision in schedules for additional pay to through freight service, but 11 per cent of that under certain conditions paid wayfreight rates for the entire trip. The second subheading shows how the payments are made.

Mr. Sheean: Now, without taking this up in detail, Mr. Bremerman, that shows a great variety or considerable variety as to the manner of computation and payments?

Mr. Bremerman: Yes, as to minute basis or 30-minute basis of paying overtime.

Mr. Sheean: Then in the next column, some pay at through freight rates, others pay at way freight rates?

Mr. Bremerman: Yes.

Mr. Sheean: And pay on trips of less than 10 hours or 100 miles; 38 per cent, approximately, do, and 23 per cent do not?

Mr. Bremerman: Do not, but 37 per cent have no provision in schedules for that service.

Mr. Sheean: And in the deductions from overtime on trips of over 100 miles, 44 per cent, deduct it, avoid the double payment, and 12 per cent do not, and 42 per cent have no provision in that regard in the schedule?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, as to firemen, it follows this same—not in identically the same percentages, but in a somewhat similar relationship through the Western territory?

Mr. Bremerman: Yes, close enough so I believe it would not be necessary to read them. There is a variation in a small number of per cent.

Mr. Sheean: In any of those do you find or are you able to tell, offhand, whether or not there is in any schedule that you find anything in the schedule whereby there is a requirement that cars to be picked up are first out?

Mr. Bremerman: I find the note "m," on page 180, refers to the San Antonio & Aransas Pass, and I guess that is all.

Mr. Sheean: San Antonio & Aransas Pass, picking up and setting out cars and doing station switching?

Mr. Bremerman: Yes, the note "m" reads "Paid when cars are first out to pick up or set out."

Mr. Sheean: Yes, outside of that on the San Antonio & Aransas Pass, you have no reference here, or memorandum, by which you could tell whether or not there is a provision in the schedules about having them in station order?

Mr. Bremerman: I do not recall any here, and it seems to show no other feature of it.

Mr. Sheean: I thought possibly just as we were passing. Now, you have next related to this additional pay proposition, the various provisions in Western schedules, in loading and unloading stock, icing cars, weighing cars between terminals?

Mr. Bremerman: Yes, sir, as far as they have specific provisions for those items in the schedules.

Mr. Sheean: That is shown at page 182?

Mr. Bremerman: Yes.

Mr. Sheean: And just in a general way, Mr. Bremerman, will you tell us about the variety there is in that respect?

Mr. Bremerman: Well, as to engineers, it applies to through and irregular freight trains for 23 per cent, and all freight trains for 26, with no provision for 50 per cent. It is earned in loading and unloading stock on 32 per cent. Loading and unloading stock and icing cars at 7. Loading and unloading cars, icing and weighing cars, on 10. No provision in 50, with some minor qualifications.

Mr. Sheean: A variety of methods of computation?

Mr. Bremerman: Of overtime, yes, and varieties of methods of payment.

Mr. Sheean: Of through freight or way freight, or otherwise, as it may be shown?

Mr. Bremerman: Also, a difference in the roads, as to whether payment is made on less than 10 hours or 100 miles. 23.8 per cent pay for such work on trips of less than 100 miles or 10 hours, and 25 do not, having in mind again that 50 per cent make no provision for that work.

Mr. Sheean: Likewise, as to deductions, so as to not pay for both?

Mr. Bremerman: 35 per cent make the reduction, preventing duplicate payment and 13 per cent do pay it, in addition to the total time.

The Chairman: Will you please suspend, We will take a recess until 2:30.

(Whereupon, at 12.30 o'clock P. M., a recess was taken until 2.30 o'clock P. M.)

AFTER RECESS.

DAN H. BREMERMAN was recalled for further examination and having been previously sworn, testified as follows:

Mr. Sheean: At page 182, Mr. Bremerman, you have summarized provisions in Western territory pertaining to loading and unloading stock, icing cars, weighing cars between terminals, stating them in relationship to the part of the proposed rule concerning extra pay to through and irregular freight trains for work between terminals.

Mr. Bremerman: I have.

Mr. Sheean: Give us, briefly, please, what is shown at page 182?

Mr. Bremerman: As to engineers provision for pay for such work applying to through and irregular freight service, on 23 per cent, to all freight service, 26 per cent, with no provisions in schedule for such service, 50 per cent. It is earned loading and unloading stock on 32 per cent; loading and unloading stock and icing cars, on 7 per cent; loading and unloading stock, icing and weighing cars, 10 per cent; no provision, 50 per cent.

Mr. Sheean: The computation varies in various ways, some actual time minute basis, others taking 15 minute periods, others less than 30 minutes not counted, over 30 minutes counted one hour, and so forth?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And paid in various ways which are shown on this page?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Also the percentage that pays on trips of less than 100 miles, and the per cent in which no payment is made on less than 100 miles or 10 hours?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And also, as on the preceding, showing with reference to other special work between terminals, as to whether

it is or is not deducted so as to avoid double payment as to overtime, and as allowance for this work?

Mr. Bremerman: Yes, sir.

Mr. Sheean: As to firemen the same general information is carried out in the same territory?

Mr. Bremerman: Yes, sir.

Mr. Sheean: The detail as to the roads on which these various rules handle this matter on different bases is shown at page 183, as to engineers and firemen?

Mr. Bremerman: Yes.

Mr. Sheean: Page 185 assembles in a similar way in its relationship to this proposed rule the work between terminals, and through freight trains, such work as work service, loading and unloading material, rerailling cars, and so forth?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And the same information as to the percentage of the total mileage is here assembled as to this part of the work done between terminals?

Mr. Bremerman: Yes, sir.

Mr. Sheean: The same general plan is followed on this page 185, as to this class of work, that was followed on page 182 with reference to such work as the loading and unloading of stock, icing cars, weighing cars between terminals?

Mr. Bremerman: Yes, sir.

Mr. Sheean: The detail as to loads shown for engineers at page 186, and as to firemen at page 187?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Anything special to which you wish to direct attention on that, Mr. Bremerman?

Mr. Bremerman: No, sir.

Mr. Sheean: The information is simply assembled in that general plan?

Mr. Bremerman: Yes, sir.

Mr. Sheean: At page 188 you set out a part of proposed Article 2 and proposed Article 4 together, the part of proposed Article 2 being "Pusher, Helper, Mine Runs, Work," and other classes of unclassified service, "will be paid through freight rate, according to the class of engine." And the part of Article 4 sets out: "Rates of pay—engines weighing less than 140,000 pounds on drivers," extending the rate, and engines weighing

over 140,000 pounds, extending the rate. Will you explain briefly just what is assembled at page 188?

Mr. Bremerman: The present rates of pay in switching service as related to proposed Article 4, and the present rates of pay in transfer service as related to proposed Article 2.

Mr. Sheean: On page 188 comparison is made between the three territorial districts as to engineers?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, will you give us briefly what the showing is as to rates of pay of engineers in switching service in the Western territory?

Mr. Bremerman: On 74.8 per cent of the mileage the rate for engineers in first class yards is \$4.25, and second class yard \$4.00 per day.

On 4.4 per cent of the total mileage first class yards \$4.25, \$4.50, \$4.75, \$5.25 and \$5.50 per day, according to class of engine.

Varying rates on 20 per cent.

Mr. Sheean: Now, in the Eastern territory, in switching service, what is the spread in the rates?

Mr. Bremerman: The spread is from 40.7 cents to 45 cents. Fifty per cent of the mileage pays 41 cents per hour on all engines.

Mr. Sheean: And the largest percentage in the Eastern territory carries what rate?

Mr. Bremerman: 41 cents.

The Chairman: That is on a ten hour basis? Is that on a ten hour basis—the Eastern?

Mr. Bremerman: It varies in some particulars, some particular roads. We will reach the basis in a day later.

Mr. Sheean: Generally speaking, can you, without giving the detail, outline that?

Mr. Bremerman: Oh, generally speaking it is a ten hour day, yes sir. There are one or two exceptions.

Mr. Sheean: Now, in the Southeastern territory, in the switching service, what is the spread generally, the pay of the engineers in switching service?

Mr. Bremerman: From 42½ cents to as high as 47 cents.

Mr. Sheean: And the great percentage of the mileage in Southeastern territory is what?

Mr. Bremerman: 79 per cent pay 42½ cents per hour.

Mr. Sheean: Now, taking the second item in Western territory, the transfer service, what are the rates in Western territory?

Mr. Bremerman: 5 per cent pay \$4.50 per day.

1 per cent pays \$4.40 and \$4.50.

5 per cent pays \$4.00 and \$4.25.

1 per cent pays \$4.20, \$4.50 and \$4.90 per day.

5/10 of one per cent pay \$4.00 per day.

Through freight rates on 17 per cent, of which 5 per cent the application is to a particular transfer run only.

No provision in schedules covering transfer service, 69 per cent.

Mr. Sheean: In the Eastern territory, in transfer and belt line service, what are the rates of engineers generally?

Mr. Bremerman: 40 per cent pay \$4.75 per day, all engines.

8.7 per cent pay \$4.85 per day, all engines.

1.2 per cent pay \$5.00 per day, all engines.

2 per cent pay \$4.75 and \$4.95 per day, according to class of engines.

9/10 of one per cent pay \$4.10 and \$4.75 per day, according to class of engine and service.

3.8 per cent pay \$4.75 and \$4.85 per day, according to class of engine.

Mr. Sheean: In the Southeastern territory, as to transfer and belt line service.

Mr. Bremerman: 9/10 of one per cent pay \$5.00 per day, all engines.

4/10 of one per cent pay \$5.20 per day, all engines.

7 per cent pay \$4.25 and \$4.70 per day, according to class of engine and service. Mallets \$6.25 per day.

77 per cent, no rates shown.

Mr. Sheean: Now, the first column in Western territory, you also show miscellaneous rates and services. Without taking this up in detail, there has been assembled in that column particular runs and particular points that are specified as taking particular rates?

Mr. Bremerman: Yes.

Mr. Sheean: Is there anything further than that, Mr. Bremerman, to which you wish to direct attention?

Mr. Bremerman: I believe not, on that summary.

Mr. Sheean: The next, page 189, makes the same comparison, in the same service, as to the rates paid firemen?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, will you give us in a brief way the comparison as to the pay in switching service in Western territory?

Mr. Bremerman: 60 per cent first class yards, \$2.50; second class yards, \$2.40. 4 per cent first class yards, \$2.50, \$2.75, \$4, according to class of engine. 5 per cent first class yards, \$2.55, and second class yards, \$2.50. 28.6 per cent, yards not classified, varying rates.

Mr. Sheean: In Eastern territory, switching service of firemen?

Mr. Bremerman: 12 per cent, 25 cents per hour, all engines. 48 per cent, 25 cents, engines less than 140,000 pounds on drivers; 26 cents, engines 140,000 pounds and over. 4.8 per cent, 25 cents, engines less than 140,000 pounds on drivers; 26 and 29 cents, over 140,000 pounds.

Mr. Sheean: And the varying rates per hour shown on the rest of that page, and the percentage of mileage that carries these different rates?

Mr. Bremerman: Yes.

Mr. Sheean: Now, as to the Southeast, the scale paid to firemen in switching service?

Mr. Bremerman: It ranges from 19 cents to 27 cents, with following percentages: 23½ per cent, 25 cents per hour, all engines. 14 per cent, 22½ cents, all engines. 15 per cent, 23.4 cents. 7 per cent, 25 cents per hour, engines less than 140,000 pounds; 26 cents, engines of 140,000 pounds and over. Mallets, 40 cents.

Mr. Sheean: Now, as to transfer service, just give us a general idea of the spread in the rates in Western territory?

Mr. Bremerman: The rates range from \$2.75 per day to as high as \$4.00.

Mr. Sheean: Well, there is one of \$2.40 per day, I notice, .54 of one per cent.

Mr. Bremerman: Yes, \$2.40. No provision in schedules on 55 per cent.

Mr. Sheean: The largest single item of percentage being through freight rates of 12 per cent?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And in the Eastern territory a spread of from \$2.50 up to \$3.20 on all engines?

Mr. Bremerman: \$3.30.

Mr. Sheean: \$3.30, and the largest single item there in the way of percentage to mileage being 16 per cent, and carrying a rate of \$3.20 per day, all engines?

Mr. Bremerman: Yes, with no rates shown 42.9 per cent.

Mr. Sheean: In the Southeast, the transfer and belt line service, a range of from \$2.25 up to as high as \$3.30, the largest percentage carrying the uniform rate, being 14.20 per cent, which takes \$2.25 per day for white firemen, and \$1.91 per day for colored firemen?

Mr. Bremermen: Yes, sir.

Mr. Sheean: Then, on this page, also, you have shown the miscellaneous rates in services in the West, where special provisions are made for particular yards or particular service?

Mr. Bremerman: Yes.

Mr. Sheean: Following this summary, there is shown, at page 190, the detail as to roads where these rates obtain?

Mr. Bremerman: Yes, sir.

Mr. Sheean: As to engineers; and 191 shows the detail as to roads in firing service?

Mr. Bremerman: Yes.

Mr. Sheean: At page 192, there is a comparison of the rates paid in switching service, to the engineers in the different territories?

Mr. Bremerman: Yes, sir.

The Chairman: 192?

Mr. Sheean: 192. Those are set forth in relationship to the part of proposed Article 4, which establishes rates for engineers and firemen. Now, Mr. Bremerman; will you give us briefly the showing on engines less than 140,000 pounds on drivers, as between the three territories, in the present situation?

Mr. Bremerman: In Western territory, engineers, 6 engines took a rate of 35 cents per hour; 908, 40 cents; 2359 42.5 cents; 118, 45 cents; 50, 47.2 cents. 11 engines on monthly bases, 139.00 to 140.50, according to the length of the month.

Mr. Sheean: And in Eastern territory, on the engines weighing less than 140,000 pounds, in switching service?

Mr. Bremerman: 18 engines, 40.7 cents; 2309, 41 cents; 220 take a rate of 41 cents, except in 8 hour yards, \$3.50 per day; 26, 41.1 cents; 46, 41.5 cents; 1, 42.5 cents; 1, 43.5 cents; 16, 45 cents; 2, 47.5 cents.

Mr. Sheean: The great preponderance in numbers of engines in the Western territory, now taking a rate in switching service of $42\frac{1}{2}$ cents an hour, and the preponderance in Eastern territory taking a rate of 41 cents an hour?

Mr. Bremerman: The larger items take those rates, yes, sir.

Mr. Sheean: In Southeastern territory?

Mr. Bremerman: 11 engines take a rate of $39\frac{1}{2}$ cents; 544 engines, $42\frac{1}{2}$ cents; 5 engines take rates of $42\frac{1}{2}$ cents and 47 cents; 39 engines, $43\frac{1}{2}$ cents; 59 engines, $43\frac{1}{2}$ cents, $42\frac{1}{2}$ cents and 40 cents.

Mr. Sheean: Now, extending over to the engines which are above 140,000 pounds in weights on drivers, what is the situation in the three territories?

Mr. Bremerman: In the West, 122 engines take a rate of 40 cents; 1,209 engines, $42\frac{1}{2}$ cents; 141 engines, 45 cents; 2 engines, 47.2 cents; 2 engines, 48.5 cents; 17 on monthly rates of \$139.00 to \$140.50, depending upon the length of the month.

Mr. Sheean: In Eastern territory, on engines of that class?

Mr. Bremerman: Fourteen engines at 40.7 cents; 1,682, 41 cents; 35, 41.1 cents; 50, 41.5 cents; 1, 42 cents; 1, 42.5 cents; 566, 43.5 cents; 25, 45 cents; 2, 47.5 cents.

Mr. Sheean: In this class of engines, the greater number in Western territory taking $42\frac{1}{2}$ cents and the greater number in Eastern territory taking 41 cents?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, in Southeastern territory?

Mr. Bremerman: Two hundred and fifty-five engines take 42.5 cents; 12 take 42.5 cents or 47 cents; 94 take 43.5 cents; 126 take 43.5 cents, 42.5 cents and 40 cents; 1 takes 54 cents.

Mr. Sheean: The largest single item in the Southeast carrying the same rate as in the West, $42\frac{1}{2}$ cents?

Mr. Bremerman: Yes.

Mr. Sheean: Now, as to firemen what is the situation in the three territories on engines of less than 140,000 pounds?

Mr. Bremerman: The largest single item, 2,106 engines, take a rate of 25 cents; the next largest, 798, takes a rate of 24 cents; 234 engines, 25.5 cents; 118 engines, 26.5 cents.

Mr. Sheean: Now, then, a certain small number taking certain other rates that are here set out.

Mr. Bremerman: Yes, sir.

Mr. Sheean: In the Eastern territory what is the largest single number?

Mr. Bremerman: The largest single item is 1,574 engines, 25 cents.

Mr. Sheean: The same rate. The largest single number of engines in the West.

Mr. Bremerman: Yes, sir.

Mr. Sheean: And the next largest item?

Mr. Bremerman: 259 engines take a rate of 26 cents.

Mr. Sheean: And the next largest number?

Mr. Bremerman: 239 engines take a rate of 25 cents, or 26 cents. 220 engines take a rate of 25 cents per hour, or \$2.00 per eight hour day.

Mr. Sheean: Now, in the Southeast, on that class of engines, what is the situation as to rates for firemen?

Mr. Bremerman: 178 engines take a rate of 25 cents; 163 take a rate of 23.4 cents for white firemen, and 19.2 cents for colored firemen.

Mr. Sheean: Then various rates shown as to smaller numbers of engines?

Mr. Bremerman: Yes, sir.

Mr. Sheean: On the larger weight of engines in the three territories, what is the situation for firemen?

Mr. Bremerman: 1024 engines take the rate of 25 cents.

Mr. Sheean: In the West?

Mr. Bremerman: In the West, firemen, 136 engines take the rate of 24 cents; 82 engines, 26½ cents; 79 engines 31 cents; 56 engines, 28½ cents.

Mr. Sheean: Then, in the East?

Mr. Bremerman: 1660 engines take the rate of 26 cents; 566 engines, 28.1 cents; 57 engines, 26.5 cents; and 57, 28.5 cents.

Mr. Sheean: And a small number taking 25 cents, and smaller numbers taking other rates there?

Mr. Bremerman: Yes.

Mr. Sheean: In the Southeast, generally, what is the spread on the heavier engines as to firemen?

Mr. Bremerman: 147 engines take a rate of 25 cents. 126 engines take a rate of 26 cents. 31 engines take a rate of 23.4 cents, and 19.1 cents.

Mr. Sheean: That, I suppose, is as between the white and colored, as shown in another place where that same spread is, that 23.4 and 19.1?

Mr. Bremerman: I assume so, yes, sir.

Mr. Sheean: Now, on the Mallet engines on that page, as to engineers and firemen. There seems to be, as to firemen on the Mallet engines, uniformity in three districts on all the Mallet engines in switching service, at 40 cents per hour.

Mr. Bremerman: Yes.

Mr. Sheean: As to the engineers, what is the difference in the three territories?

Mr. Bremerman: In the West, one engine takes a rate of 52½ cents; two engines take the rate of 55 cents; one engine takes the rate of 63 cents.

Mr. Sheean: In the East?

Mr. Bremerman: One engine takes the rate of 54 cents; three engines take a rate of 58½ cents.

Mr. Sheean: And in the Southeast?

Mr. Bremerman: Three take the rate of 52.2 cents, and 28 cents or 51 cents, and two take the rate of 65 cents.

Mr. Sheean: Now, the details from which this summary is made—

Mr. Shea: Before you go from that. Do those figures represent the total number of switch engines in service?

Mr. Bremerman? They represent as to the East and Southeast.

Mr. Shea: I mean now, take it in the West.

Mr. Bremerman: In the West?

Mr. Shea: Yes. Now, under this column for engines less than 140,000 pounds, does that represent the total number of switch engines in service on the Western roads?

Mr. Bremerman: That represents the number of switch engines in that range of weight that were in service in the month of October, 1913.

Mr. Shea: The same way with the Mallets.

Mr. Bremerman: As to the West, that is true.

Mr. Shea: What roads or yards are those Mallets operated in?

Mr. Bremerman: I have a pencil memorandum here that the rate of 52½ cents is from the Missouri Pacific; the rate of 55 cents is the Milwaukee eastern lines, the rate of 63 cents the Chicago Great Western. The detail as to that will be found on the following pages. Page 193—the columns are not numbered, but it is the fifth column—you will find opposite the Milwaukee, two Mallet engines, 5.50.

Mr. Shea: Was that in switching service?

Mr. Bremerman: Yes, sir. I cannot say what yards they are in, though, Mr. Shea.

Mr. Sheean: Is that all, Mr. Shea?

Mr. Shea: That is all.

Mr. Sheean: The detail which is summarized at page 192 is shown as to Western roads on pages 193 and 194.

Mr. Bremerman: Yes, sir.

Mr. Sheean: As to engineers.

Mr. Bremerman: And firemen.

Mr. Sheean: Yes, engineers and firemen, in the two columns.

Mr. Bremerman: Yes.

Mr. Sheean: The detail as to the Eastern roads is shown at page 195.

Mr. Bremerman: Yes, sir, for both engineers and firemen.

Mr. Sheean: And that was furnished you through the Bureau of Information of the Eastern Railways?

Mr. Bremerman: Coming to them from the roads direct.

Mr. Sheean: That is Mr. Welber's bureau?

Mr. Bremerman: Yes, sir. The detail as to the southeast is found on page 198, two sheets for the Belt Line and Transfer service being interposed here between them.

Mr. Sheean: And the detail on belt line and transfer from which these rates were summarized a few moments ago, is shown on pages 196 and 197?

Mr. Bremerman: And 199 for the Southeast.

Mr. Sheean: At page 200, proposed Article 4 is set forth, "Differential account starting other than between certain hours." That is, "Engineers and firemen required to begin

service other than between the hours of 6 a. m. and 8 a. m. will be paid 2 cents per hour, in addition to above rate."

There is no schedule provision found in any territory in the United States as to engineers and firemen?

Mr. Bremerman: None.

Mr. Sheean: That is, a differential such as proposed by this rule?

Mr. Bremerman: No.

Mr. Sheean: Page 201, proposed Article 4, "Switching Service," the basis of the day's work. Just tell us briefly what is shown there, Mr. Bremerman.

Mr. Bremerman: The feature of the basis of the day's work in switching service and continuous time. In the Western territory 3 per cent as to engineers have a day of nine hours or less; 96 per cent 10 hours or less; .18 per cent 12 hours or less, and continuous time is paid on .39 per cent.

Mr. Sheean: What is the provision as to computation of time or provision for lunch under pay, or anything of that sort in the West?

Mr. Bremerman: That is on another sheet, the provision for meal hour, except as involved in continuous time here on this sheet.

Mr. Sheean: On this sheet, I mean, as to provision whereby the pay runs on during the meal hour.

Mr. Bremerman: .082 of Western mileage as to engineers allows 20 minutes for lunch under pay. .008, 30 minutes for lunch under pay.

Mr. Sheean: Of course, the particular road on which those conditions are made would be shown in detail, which is here summarized.

Mr. Bremerman: Yes, they are outlined on other pages. Pages 204 and 205.

Mr. Sheean: In the East, in switching service, over 91 per cent, as to engineers' schedules, have a basis of 10 hours or less actual work.

Mr. Bremerman: Actual work; yes, sir.

Mr. Sheean: That is the wording of the article there, is it?

Mr. Bremerman: That is the way it was given to me; that is, it does not include the meal hour.

Mr. Sheean: That is, if an hour were taken for noon, the total spread in the East would be a spread of 11 hours.

Mr. Bremerman: Yes.

Mr. Sheean: And paid for ten hours.

Mr. Bremerman: Yes, sir.

Mr. Sheean: And in the Southeast, 96.7 per cent on a basis of ten hours or less actual work?

Mr. Bremerman: Yes, sir.

Mr. Sheean: As to firemen, the situation in the schedules is substantially the same in the three territories in switching service as it is to engineers.

Mr. Bremerman: Practically the same.

Mr. Sheean: Or in two territories rather, East and West?

Mr. Bremerman: Practically the same.

Mr. Sheean: While in the Southeast there is a smaller number of roads that have schedule provisions with firemen than have schedule provisions with engineers?

Mr. Bremerman: Yes, sir.

Mr. Sheean: The next page, 202—

Mr. Bremerman: Covers the item of meal hours worked, and pay therefor, in connection with that part of proposed article 4, which calls for continuous time.

Mr. Sheean: "Time to be computed continuously." That you quote at the top of the page?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Just give us a comparison between the three territories, taking in the West more particularly the largest item, the way that greatly preponderates in a particular territory as to covering this situation?

Mr. Bremerman: In Western territory, as to engineers, 62 per cent, if required to work meal hour, pay for that hour and allow thirty minutes for meals. Nine per cent allow forty-five minutes for meal, and pay for the hour.

The Chairman: What do you mean by that?

Mr. Bremerman: If required to work the established meal hour, they are given their pay for the hour, and given forty-five minutes thereafter, under pay, in which to eat their meal.

Mr. Sheean: Just take an example of that, Mr. Bremerman.

The Chairman: Suppose you were working on a ten hour basis, take that as an illustration.

Mr. Bremerman: Working on a ten hour basis?

The Chairman: Yes.

Mr. Bremerman: And they exceed their meal hour regulation, they are therefore paid for that hour, and are given 45 minutes thereafter in which to eat. As to whether they would get the additional hour over the ten hours would depend on their schedule provision.

The Chairman: When that meal hour is allowed, it is not included in the ten hours?

Mr. Bremerman: If they would work an eleven hour spread, they, of course, would get straight eleven hours, forty-five minutes of which they would get after the regular meal hour, in which to eat their meal.

The Chairman: So, if an engineer had to work ten hours, and he took 30 minutes for his lunch, he would have to work ten and one-half hours to make the ten hours?

Mr. Bremerman: He would be paid for ten and a half in that case.

The Chairman: Suppose he took the half hour?

Mr. Sheean: Paid for it anyhow, unless it came within the designated time. I think if you will let me interrupt a moment, I can clear this up.

The Chairman: I would like to get that straight.

Mr. Sheean: Let me see if I cannot state that clearly, in a general way. The schedules provide, by way of illustration, that an engineer shall be permitted one hour off for meal between the hours of 12 and 1:30. If, on that situation, there would only be the hours between 12:30 and 1:30 whereby you could designate the hour to be off, if that engineer ran to 12:31, thereby exceeding the designated meal hour, he would be entitled to pay for one full hour, and take forty-five minutes, in this particular illustration, actually, for his meal.

Mr. Park: He would get eleven hours for the day's work?

Mr. Sheean: Yes.

Mr. Park: If he was working on the ten-hour basis?

Mr. Sheean: Yes.

Mr. Park: He would lose forty-five minutes out of it?

Mr. Sheean: But there is designated in each schedule, Mr.

Chairman, the time that shall be designated for the meal hour. If they run over that designated time then they are allowed or paid for the full hour. In 62 per cent of the cases they would take 30 minutes off for the meal, but because it was not at the time designated in the schedule for taking off a full hour, a full hour is paid for the 30 minutes off taken by the engineer or fireman.

Mr. Park: But that would in no way affect his quitting?

Mr. Sheean: No. Suppose you turn to any one of these schedules containing the meal-hour provision.

Mr. Bremerman: That will be found on page 211, "Assignment of Meal Hour."

Mr. Sheean: "Assignment of Meal Hour?"

Mr. Bremerman: Yes, sir.

Mr. Sheean: But what I would like to do would be to make perfectly clear just how the rules are worded.

Mr. Bremerman: The Northern Pacific Schedule for Engineers, effective January 1, 1913:

"Rule 83. (a) Engineers in switch service shall be allowed one hour for meals between 11:45 and 1:15 day or night. If required to work any part of the meal hour, they will be paid for the hour in addition to the minimum day, and be allowed thirty minutes under pay for meals.

"(b) The time for meals will commence at the time the engineer is released from care of engine.

"(c) Engineers will not be required to work longer than six hours without being allowed time for meals."

Mr. Sheean: Then, if you worked until 11:50 under that schedule, and were immediately relieved, you would pay the penalty of having—

Mr. Bremerman: Between 11:45 and 1:15, an hour must be given.

Mr. Sheean: And the only way by which you could give an hour's time, that would be not later than 12:15 when he was relieved. Wouldn't that be true, Mr. Bremerman?

Mr. Bremerman: That is the way I read the rule, yes, sir.

Mr. Sheean: That is, between 11:45 and 1:15, the very latest that you could relieve such a person so as to give him one full hour for a meal between those two designated times would be to relieve him not later than 12:15? If he were released at 12:16 he would be entitled to one hour's pay in addition to his

day, and would be further entitled to take 30 minutes—was that the 30 minute rule?

Mr. Bremerman: Yes.

Mr. Sheean: In order to get his meal?

Now, as to the East, Mr. Bremerman, the situation as to meal hour there. The preponderating percentage of 65.9 has a provision that if required to work meal hour, paid for hour and allowed 30 minutes for meal?

Mr. Bremerman: Yes, 66 per cent.

Mr. Sheean: And in the Southeast 90 per cent of the engineers' schedules,—almost 91 per cent, has a provision that if required to work during meal hour, paid for the hour and allowed 30 minutes for meal?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Do you find, in the engineers' schedules, in any of the territory as summarized here, the provision which is here proposed, "time to be computed continuously"?

Mr. Bremerman: This is only as to pay for meal hour worked. The preceding summary shows continuous time on two roads.

Mr. Sheean: And what are those roads?

Mr. Bremerman: The Chicago Junction Railway, and—

Mr. Sheean: I don't care to take the time to run through.

Mr. Bremerman: The B. & O. allows 20 minutes for lunch under pay, and the Chicago & Western Indiana; the Chicago Junction, 30 minutes.

Mr. Sheean: And all those roads are switching roads here in Chicago?

Mr. Bremerman: Yes, sir; as to engineers.

Mr. Sheean: Yes. Now, as to firemen in switching service in the three territories, the preponderance as to mileage then is 54.65, in the West, have a provision that if required to work meal hour, paid for hour and allowed 30 minutes for meal?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And the various other provisions concerning the meal hour are set out in this summary?

Mr. Bremerman: Yes, sir.

Mr. Sheean: In the East, almost 50 per cent of the mileage have in the firemen's schedule a provision that if required to

work meal hour, paid for hour, and allowed 30 minutes for meal?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And in the Southeast, all of those who have schedules apparently have the provision that if required to work meal hour, paid for hour and allowed 30 minutes for meal?

Mr. Bremerman: As to firemen, yes.

Mr. Sheean: Anything further on that page that you desire to call attention to, Mr. Bremerman?

Mr. Bremerman: No, sir.

Mr. Shea: Mr. Bremerman, in referring to the Western roads, do you include any roads that are not in this Arbitration?

Mr. Bremerman: No, sir, we have only considered the roads in this Arbitration in the West.

Mr. Shea: And, in the East and Southeast, you took all of the roads in these territories?

Mr. Bremerman: No, sir, it is a selected list. There are some few of the small roads in the East and Southeast that are not here treated.

Mr. Shea: Why did you except any road?

Mr. Bremerman: Well, we took the representative roads that we had the information more quickly available for.

Mr. Sheean: The roads, Mr. Shea, in the Eastern territory, that are considered, are shown at page 3, and the roads considered in the Southeast are shown at page 4, in full, as to just what roads are included.

Page 203, Mr. Bremerman, relates schedule provisions to that part of the proposal which provides that over 10 hours are to be computed and paid for at rate of time and a half. All overtime to be computed on minute basis.

Mr. Bremerman: Yes, sir.

Mr. Sheean: Just give us the comparison as between the territories as to engineers?

Mr. Bremerman: As to the computation, 49 per cent in the West pay on the minute basis, with some qualifications as shown.

Twenty-one per cent have no provision for the computation of overtime, as to minute basis, etc.

Seven per cent, one mile for each six minutes.

Six per cent, "to nearest quarter hour."

Six per cent, the 30 minute basis.

And other smaller percentages, varying.

In the East the computation is 95 per cent on the minute basis, and 5 per cent the 30 minute basis.

In the Southeast, 74 per cent the minute basis; 21 per cent, 30 minute basis.

Mr. Sheean: Now, as to the rates paid. In the West, 96½ per cent are paid pro rata?

Mr. Bremerman: Yes, sir, with one or two qualifications. The first one noted there, "Overtime pro rata after 10 hours, after 12 hours, 50 cents per hour." That is, perhaps, .83 of one per cent.

Mr. Sheean: In the East, the full hundred per cent is paid pro rata?

Mr. Bremerman: Yes, sir.

Mr. Sheean: In the Southeast, they take a certain specified rate per hour in overtime, varying from 45 to 50 cents per hour?

Mr. Bremerman: Yes, sir.

Mr. Sheean: In switching service. Now, as to firemen in the West, East and Southeast?

Mr. Bremerman: 97 per cent pay pro rata in the West; 100 per cent in the East; and flat rates in cents, varying from 25 cents to 37 cents, in the Southeast.

Mr. Sheean: The method of computation as to whether on the minute basis or on divisions—

Mr. Bremerman: Follows the engineers in a general way.

Mr. Shea: Now, in this Western territory, Mr. Bremerman, I notice you show 21 per cent of the total mileage have no provision in their schedules for paying overtime?

Mr. Bremerman: Not as to how it shall be computed.

Mr. Shea: How is it computed on these?

Mr. Bremerman: I could not say.

Mr. Shea: Do they allow overtime?

Mr. Bremerman: Perhaps they do. That does not mean that they do or do not allow overtime. It means the schedule contains no provision as to whether it shall be computed on a minute basis or on a 30 minute basis. No provision as to computation.

Mr. Shea: But they must have some provision on which to pay overtime?

Mr. Bremerman: Yes. You will find that under "Rates," that only 3 per cent have no provision in the schedules.

Mr. Shea: No, this 21 per cent.

Mr. Bremerman: That has no provision as to computation.

Mr. Sheean: And under the head of "computation" you have separated there as to whether it is the minute basis in actual minutes for the first 30 minutes, over 30 minutes pays one hour; basis of one mile for each six minutes; in hours and tenths, three minutes up to six minutes, 1 hour, less than three minutes not counted; 10 minutes or over, one hour, less than 10 minutes not counted; 15 minutes basis; to nearest quarter hour, and various practices that different roads adopt to conveniently ascertain the amount of overtime to which the rate is applied?

Mr. Bremerman: Yes, sir. Further in answer to your question Mr. Shea, if you will refer to page 204, the note "N" that you find down in the right-hand corner, the Baltimore & Ohio, Canadian Northern, Canadian Pacific—Lines West of Fort William, Chicago Great Western, Chicago, Rock Island & Pacific, Chicago, Rock Island & Gulf, and others. For those roads, part of the schedule for switching service did not show clearly the method on which they compute their overtime. That is, as to minute basis or 30 minute basis.

Mr. Sheean: In the detail, Mr. Bremerman, at page 204—detail as to roads, I see that you have under the head of "Overtime Rate" there, one column in which appears "At time and one-half for all overtime exceeding 4 hours when required to work over 14 hours on any one shift."

Mr. Bremerman: Yes, sir.

Mr. Sheean: That is Rule 84 of the Northern Pacific Railroad Company?

Mr. Bremerman: Yes, sir.

Mr. Sheean: I wish you would read that full rule into the record, if you please. That seems to be, Mr. Bremerman, the only rule that you have here set out which has any reference to time and one-half. Is that the only rule that you found in any of the schedules which has any time and one-half provision?

Mr. Bremerman: As to time and one-half in that form?

Mr. Sheean: Yes.

Mr. Bremerman: Yes.

Mr. Sheean: And what is the language of Rule 84?

Mr. Bremerman: I loaned my Northern Pacific schedule.

Mr. Stone: I have it right here, if you want to read it, the bottom rule, right at the bottom of the page.

Mr. Bremerman: "Engineers on switch engines will not be required to work more than 14 hours out of every 24 hours, except in cases of wrecks, handling live stock or perishable freight. When required to work over 14 hours on any one shift, they will be allowed time and one-half for all overtime exceeding 4 hours."

Mr. Sheean: The detail as to firemen in Western territory is shown on page 205?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And there is a similar provision in the Firemen's Schedule, covering the emergency cases that are referred to in the rule you last read?

Mr. Bremerman: On the Northern Pacific.

Mr. Sheean: On the Northern Pacific.

Mr. Bremerman: Shown in column 11.

Mr. Sheean: You do not show anywhere here, do you, Mr. Bremerman, the part of the rule that prohibits their use at all, beyond 14 hours, except in the emergency cases specified in the rule that you have read?

Mr. Bremerman: We dealt only with the rate there, not in their regulations.

Mr. Sheean: Now, page 206, that is the detail from which the comparisons were made?

Mr. Bremerman: Yes, sir.

Mr. Sheean: On the preceding sheets?

Mr. Bremerman: Yes, sir.

The Chairman: You would interpret that rule to mean that they were not to be entitled to time and one-half, unless they worked in excess of the four hours?

Mr. Bremerman: Yes, sir, after the fourteenth hour. Two hundred and six, Mr. Sheean, shows the roads in the East that allow continuous time.

The Chairman: How many roads are there?

Mr. Sheean: That have the—

The Chairman: That have the provision he read awhile ago.

Mr. Sheean: After fourteen hours, one road.

The Chairman: Northern Pacific?

Mr. Sheean: Northern Pacific. I think, Mr. Bremerman, all of these pages now down to and including page 210, are the detail that are shown in the summary that you have just given.

Mr. Bremerman: The several summaries that we have covered, yes, sir.

Mr. Sheean: And there is nothing special in the summary as to individual roads that you care to direct attention to?

Mr. Bremerman: I believe not.

Mr. Sheean: At page 211, the part of Article 4 which provides that switch engineers and firemen will not be required to work longer than six consecutive hours, without being allowed thirty minutes undisturbed for meals, is set forth in connection with the various provisions of different schedules, as to designated or assigned meal hour?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, without taking that up in detail, Mr. Bremerman, does that show, in the Western territory, the different hours that have been designated or assigned on different roads as the meal hour, for the men in this service?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And, varying, beginning at 11 o'clock as a beginning point, down to as late as 2 o'clock as the terminating point of a meal hour.

Mr. Bremerman: Yes, sir; one road the hour began as late as 12:29.

Mr. Sheean: And in the Eastern territory it shows a like—I won't say a like, but it also shows a variety in the meal hours that are selected or designated in different schedules?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And in the Southeast, a spread also from 11 o'clock as the beginning, to 2 o'clock as the termination?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And so as to firemen, showing is set forth.

Mr. Bremerman: Along the same general lines.

Mr. Sheean: Now, the detail from which this comparison is made, showing by roads the particular provisions, appears at page 212, for engineers in Western territory.

Mr. Bremerman: Yes, sir.

Mr. Sheean: At page 213, for firemen in Western territory.

Mr. Bremerman: Yes, sir.

Mr. Sheean: The detail as to switch engineers in Western territory, at page 214.

Mr. Bremerman: And 215, as for payment for meal hour's work, the summary which we discussed a few moments ago.

Mr. Sheean: The detail in Eastern territory, for both engineers and firemen is shown at page 216?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And at page 217, the detail by roads.

Mr. Bremerman: For payments made in the East, if required to work the meal hour.

Mr. Sheean: Precisely; at page 218—

Mr. Bremerman: The assignment of meal hours in the Southeastern territory, and 219, the allowances made if required to work the meal hour in the Southeast.

Mr. Sheean: Then, at page 220, you have set out part of proposed Article 4.

Mr. Bremerman: Yes, sir.

Mr. Sheean: "Road Engine Used. When road engines are used in yard service, road rates will apply."

Mr. Bremerman: Yes, sir.

Mr. Sheean: What schedule of provisions have you caused to be assembled and summarized, in its relationship to this proposal?

Mr. Bremerman: Under two heads, one as related directly to the proposal of road engines used in switch service, for engineers, 1.5 per cent of Western mileage paid road rates when a road engine is used temporarily in yard service. 98 per cent of the Western engineers scheduled have no provision on this feature. In the East, 80 per cent have no provision, and there are varying provisions otherwise for specific rates, when a road engine is used in yard service.

Mr. Sheean: In the Southeast?

Mr. Bremerman: 51 per cent allowed a differential of 25 cents per day when road engines are used in yard service; 21 per cent when road engines are used any portion of a day in yard service, 25 cents additional allowed over regular rate. 5.8 per cent differential of 25 cents allowed when certain specified engines are used. 9.4 per cent when the road engines, other than road engines converted into switch engines, or engines

between Howells and Inman Park, are used in yard service, differential of 25 cents allowed. No provision in $9\frac{1}{2}$ per cent.

Mr. Sheean: And the road or the engineer's switching rate in Southeastern territory, I think, as shown by exhibit is, as a general thing, $42\frac{1}{2}$ cents an hour.

Mr. Bremerman: The larger items, as I remember it now.

Mr. Sheean: To them, a differential of 25 cents is added on a number of roads in the Southeast, when those engines are used in yard service, so as to bring the switching rate up to \$4.50 on a ten hour day.

Mr. Bremerman: On the basis that they were $42\frac{1}{2}$; I do not recall right now.

Mr. Sheean: I mean as to those roads that show the $42\frac{1}{2}$ cents an hour rate in the Southeast. Now, the second part of this, comparison of road men in switching service. What comparison is made there?

Mr. Bremerman: Of one road, rates apply to men rather than the engines. It has an indirect relation, or was thought to have an indirect relation to the proposal, in that it showed the human side rather than the mechanical.

Mr. Sheean: Now, in the West, on how large a percentage of the roads is the relationship made to the men, rather than to the appliance?

Mr. Bremerman: 33 per cent pay road rates to road engineers who hold regular runs, or engines in service, with a number of qualifications, as shown in the finer type.

Mr. Sheean: In the East, what if any recognition is given to a different basis for road enginemen?

Mr. Bremerman: 95 per cent have no provision in schedules. The balance have varying provisions.

Mr. Sheean: And in the Southeast, where road engineers are used in road service?

Mr. Bremerman: 87 per cent, no provision, and the balance of the 100, under varying regulations.

Mr. Sheean: Now, as to firemen, what is the situation as to road engines used in yard service, in the three territories?

Mr. Bremerman: No provision in schedules for 98 per cent of the mileage in the West, as to firemen's schedules and no schedules available for the balance.

Mr. Sheean: That is, as to all the schedules available, you found no provision in the firemen's schedules?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And in the East.

Mr. Bremerman: On 4.8 per cent Consolidation engines of 70 tons or over, \$2.90 per day. On 95 per cent it is regarded that there is no provision, except Article 2 (b) Firemen's award, the \$4.00 rate on Mallet engines applying in yards.

Mr. Sheean: In the Southeast?

Mr. Bremerman: No rule in schedules in 25 per cent. 37 per cent not available. 15 per cent, when road engines are used in switching service, any part of the day, 14 cents in addition to regular rates. 21 per cent, 25 cents additional to both engineers and firemen when a road engine is used any part of the day temporarily in switching service.

Mr. Sheean: What recognition is there given in the three districts, as to paying road fireman, rather than the engine which he fires, a different rate, where the road fireman is used in yard service?

Mr. Bremerman: On 26 per cent, road firemen who hold regular runs, or engines in road service, paid road rates, with the qualifications which follow. Four per cent road firemen ordered for yard service will be paid not less than five hours at through freight rates for class of engine? Sixty-seven per cent no provision.

Mr. Sheean: In the Eastern territory what is the situation as to paying road firemen?

Mr. Bremerman: Eighty-nine per cent, no provision. Four per cent when regular road firemen are diverted from their assigned runs, except in case of promotion, they will not be subjected to any loss of time or compensation. Three and eight-tenths per cent regular road firemen will be paid road pay when called for yard service according to class of engine fired. One and three tenths per cent when road firemen, except extra men, are used in yard service, they will receive the rates of pay of the service from which they are taken.

Mr. Sheean: And in the Southeast.

Mr. Bremerman: Forty-eight per cent, no provision covering. Thirty-seven per cent, no schedule available. Six per cent road firemen used in yard service shall receive road pay.

One and one-half per cent road firemen will not be required to fire switch engines or act as hostlers, except in emergency. One and nine-tenths per cent firemen in regular road service will be paid minimum through freight day's pay. Extra road firemen receive regular yard rates of pay.

Mr. Sheean: At page 221, you have assembled information from the schedules as to yard engines used outside of yard limits. Just what is the situation in the different territories, speaking generally and broadly and taking only some of the higher percentages here.

Mr. Bremerman: As to engineers in the West, 23 per cent make no provision in the schedules. Forty-four and eight-tenths per cent, the road rates apply according to class of service when switch engines are run outside of yard limits except prescribed districts. Actual time in each class of service. Six per cent when engaged in two or more classes of service on the same day or trip, highest rate paid for entire day.

Mr. Sheean: And various provisions on different roads, which are here enumerated as to engineers?

Mr. Bremerman: Yes, sir, otherwise.

Mr. Sheean: Now, in Eastern territory, just a general statement of the variety of provisions covering this subject of yard engines outside of yard limits.

Mr. Bremerman: Nine per cent road rates as per class of engine, 8 per cent actual time at freight rates, and yard time at yard rates. Four and 3-tenths per cent allowed 100 miles for road service after working seven hours or more in yard if such road service requires remaining on duty more than 1 hour beyond specified hours of yard service. Two per cent road rates and overtime for the day. Four and three-tenths per cent miles and hours at road rates after completion of regular day. When going out within regular day paid day for yard service plus miles on road at road rates. When going to distant point to switch, paid switching rates for day, plus mileage on road; time continuous initial point until return to initial point.

Mr. Sheean: In the Southeast, in a general way, the largest percentage there.

Mr. Bremerman: Forty-seven per cent through freight rates for the day and 12 per cent road rates for the day.

Eighteen per cent highest rate for class of service performed governs entire day.

Mr. Sheean: And then some special provisions?

Mr. Bremerman: Other provisions, varying.

Mr. Sheean: Now, as to firemen in the West, the large item of 45.6 per cent road rates apply, according to class of service, except prescribed districts.

Mr. Bremerman: Yes, sir.

Mr. Sheean: And in a general way, the provisions as to firemen in the Western territory, is the same as to engineers in Western territory?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And so as to the East, speaking broadly, the firemen's schedules follow much the same lines as the engineers'?

Mr. Bremerman: Yes, sir.

Mr. Sheean: In the Southeastern territory the largest percentage has provisions for through freight rates for the day, and overtime after ten hours, at the yard overtime rates; and the next highest in percentage of the mileage provides for the highest rate for the class of service performed governs the entire day?

Mr. Bremerman: Yes, sir.

Mr. Sheean: The detail as to these last two pages, Mr. Bremerman, are they shown at what pages?

Mr. Bremerman: On pages 222, for Western engineers; 223, Western firemen; 224, Eastern territory; as to road men and road engines in yard service, 225, Eastern territory, as to the use of yard engines outside of yard limits; 226, Southeastern territory, as to the use of road engines and road men in yard service; 227, Southeastern territory, as to the use of yard engines outside of yard limits.

Mr. Sheean: Then, at page 228, you have set out proposed Article 5, known as "Preparatory Time?"

Mr. Bremerman: Yes, sir.

Mr. Sheean: And in that connection, you have caused to be assembled various schedule provisions as to when time begins?

Mr. Bremerman: Yes, sir.

Mr. Sheean: The latter part of Article 5, reading: "Preparatory Time will be the time engineers and firemen are required

to be on their locomotives, prior to time ordered to leave round-house or other point." Are you able to state, Mr. Bremerman, whether or not any such definition of preparatory time is made, or did you attempt to classify any definition here?

Mr. Bremerman: I have not here, and I cannot state. I would not state, offhand.

Mr. Sheean: But, in the comparisons made here, you have assembled under the heading of "Preparatory Time," anything whereby provision is made for separate compensation?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Independent of anything else?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, without offense, we have used the word "arbitrary allowance" for that. Without intending any offense, the thirty minutes arbitrary, for a short way of designating it; and in comparison with the arbitrary allowance, you have set out the various provisions as to the beginning of time in the various schedules?

Mr. Bremerman: Yes.

Mr. Sheean: Will you just call attention to the situation, first as to preparatory time as used here, meaning thereby an arbitrary allowance, separate and distinct from time or miles otherwise made?

Mr. Bremerman: Thirty minutes in the Western territory, as to engineers; thirty minutes is allowed on $8\frac{1}{2}$ per cent of total mileage.

Mr. Sheean: Can you, by going to the detail sheets from which that is made up, tell us what roads those are?

Mr. Bremerman: Page 229, column 1, Canadian Northern; Duluth, Winnipeg & Pacific; Canadian Pacific; Duluth, South Shore & Atlantic, freight only; Mineral Range, freight only.

Mr. Sheean: In the East what is the situation as to any such allowance?

Mr. Bremerman: 10.8 per cent allow 30 minutes arbitrary; .48 per cent passenger service only; 1.4 applies to all service except double crewed yard and helper engines; 8.9 per cent applies to single crewed yard engines, and double crewed yard engines, where succeeding engineer is required to prepare engine.

Mr. Sheean: Can you tell us the detail as to the Eastern roads, what particular road or roads that allowance is made?

Mr. Bremerman: Column 14, the Pittsburgh & Lake Erie, as to passenger; Pennsylvania Lines, East, single crewed yard engines and double crewed engines, where succeeding engineer is required to prepare engine. Also New York, Philadelphia & Norfolk; Western Maryland, except double crewed helper and yard engines. I believe that is all, Mr. Sheean.

Mr. Sheean: What, if any, provision do you find in any Southeastern schedules for the allowance of arbitrary preparatory time?

Mr. Bremerman: No provision for engineers.

Mr. Sheean: As to the beginning of time for the purposes of computation, what is the situation in the West?

Mr. Bremerman: Engineers in the West, 38 per cent at time set for departure of train; 13.8 per cent at time called for; 6 per cent, 30 minutes before ordered to leave roundhouse or other designated track; 5 per cent, 15 minutes prior to time designated for engine to leave engine track; 4.9 per cent at time train is ordered for, and in case of leaving earlier, at departure; 7 per cent at time ordered to leave; 6 per cent, one hour after signing call book, or at time of beginning work, if such time is less than one hour after time called; 5 miles allowed preparing engine if time of trip is computed in hours; 6 per cent, one hour after signing call book. Those seem to be the larger items.

Mr. Sheean: In the Eastern territory, 71½ per cent at time required to report for duty?

Mr. Bremerman: Yes, sir.

Mr. Sheean: The other provisions in the East being shown in detail on this summary sheet?

Mr. Bremerman: Yes, sir.

Mr. Sheean: In the Southeast 7.8 per cent at time called to leave. The big item, however, 58.3 per cent, 30 minutes before leaving time or departure of train, and 15.9 per cent, time required to report for duty?

Mr. Bremerman: Yes, sir.

Mr. Sheean: 14.2 per cent, 30 minutes before leaving roundhouse or designated track?

Mr. Bremerman: Yes, sir.

Mr. Sheean: As to the beginning time in switching service, in the Western territory, where is that?

Mr. Bremerman: That is known only for the Western territory. 77 per cent we were unable to get from the schedules any specific provision as to switching service. The larger items otherwise, 10 per cent, time designated for day's work to begin or time engine is ordered to leave designated track. 10 per cent, 15 minutes before engine is ordered to leave roundhouse or designated track or at time beginning work if they do not report at time specified.

Mr. Sheean: With the Firemen in the West, the same roads, the Canadian roads that you have spoken of, have the same provision as to an arbitrary allowance to firemen that they have as to engineers?

Mr. Bremerman: Yes, sir.

Mr. Sheean: In the East you find no provision for preparatory time to firemen?

Mr. Bremerman: No, sir.

Mr. Sheean: I mean arbitrary.

Mr. Bremerman: Arbitrary.

Mr. Sheean: And no provision in the Southeast for arbitrary preparatory time to firemen?

Mr. Bremerman: No, sir.

Mr. Sheean: As to the beginning of time and computation of time, there is, in the West, in a general way, the same differences as to the beginning of time for firemen as are shown as to engineers?

Mr. Bremerman: Generally, along the same lines, without reading the different variations in the percentages.

Mr. Sheean: Also, in the East, 95 per cent of firemen, time begins at time required to report for duty?

Mr. Bremerman: Yes, sir.

Mr. Sheean: In the Southeast, the largest single item, 40½ per cent, time begins 30 minutes before leaving time or departure of train; 14.9 per cent at time required to report for duty; and 5.7 per cent at time called to leave?

Mr. Bremerman: Yes, sir.

Mr. Burgess: Mr. Bremerman, did you find any roads in the Southeast territory where they computed time from one hour before called to leave?

Mr. Bremerman: I find none here, Mr. Burgess, except what might be involved at the time they report.

Mr. Burgess: No roads, according to your exhibit, in the Southeast territory, compute time from one hour prior to the leaving time of the train?

Mr. Bremerman: No, sir.

Mr. Burgess: That is all.

Mr. Shea: I noticed in the key yesterday and in other places where time begins when required to report for duty. What is the rule, or, in other words, how much time is allowed from the time they are required to report for duty until their day's work begins?

Mr. Bremerman: I could not say, Mr. Shea.

Mr. Shea: You did not get any information about that?

Mr. Bremerman: No, sir.

Mr. Shea: You don't know whether it is 30 minutes, or 45 minutes, an hour, or 50 minutes, or what it is?

Mr. Bremerman: I could give you my general understanding.

Mr. Shea: No, I don't want that.

Mr. Sheean: Is it the practice in the East, Mr. Shea, that they are allowed time between the time they report for duty and the time the day's work begins?

Mr. Shea: I just asked him this information, how much time is allowed—

Mr. Sheean: But I understood your question to be as to what the usual time was between the time they reported and the time that the day's work begins.

Mr. Shea: No, from the time they are called to report for duty and their time begins, and the leaving time of their train, that is the way I understand it.

Mr. Sheean: I did not get the question. All of the detail as to roads which is summarized at page 228 is shown on the following sheets?

Mr. Bremerman: Pages 229 and 230 for the West, 231 for the East, and 232 for the Southeast.

Mr. Sheean: At page 233, the proposed Article 6, which deals with so-called "Initial Terminal Delay" and is defined as "Initial terminal delay for engineers and firemen in passenger service shall begin at the time they are called to leave round-

house or other point and shall end upon departure of trains from passenger depot," in passenger service, and in freight service, "Initial terminal delay in freight service shall begin at the time engineer and firemen are called to leave roundhouse or other point, and shall end when train has passed from yard track or lead to main line and actually departs from the terminal."

What information, from schedules, have you caused to be assembled in connection with this proposed article?

Mr. Bremerman: Page 233 covers a summary of the beginning, and ending of initial terminal delay.

Mr. Sheean: That is, in various schedules you find provisions dealing with actual delays?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And the assembling here are the schedule provisions covering delays between roundhouse and departure of the train itself, or delays of any sort before actual departure?

Mr. Bremerman: It covers terminal delay, when or where terminal delay begins and ends, and when it does accrue.

Mr. Sheean: Now, in the passenger service, let us take passenger service first. In Western territory when does terminal delay begin and end in passenger service?

Mr. Bremerman: As to engineers, 29 per cent begins at time set to depart and ends at time of departure.

Three per cent from time due to leave shop track until departure of train. Actual time. Thirteen per cent pay terminal delay, but do not specify when terminal time commences and ends.

Five per cent begins at time called for and ends at time train leaves passenger station.

Five per cent from time fixed for departure of trains until passing point of recognized exit from certain yards as specified by schedule. At yards with no established limits for this purpose, the controlling point for determination of terminal time shall be the main line switch at outlet of train yard. Outgoing trains ordinarily shall be considered clear of terminal when on main line.

Mr. Sheean: Well, then, all of the details of the different roads, whether they fix the delay from the time fixed for departure, the time set for departure, or the time ordered to leave,

or the time ordered to be ready, are set forth in this first column?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And in the East, what is the situation as to initial delay in passenger service?

Mr. Bremerman: Five per cent of the mileage allow an initial terminal delay in passenger service, but do not specify when it begins or ends.

No provision in schedules for initial terminal delays in passenger service in 94.9 per cent.

Mr. Sheean: In the Southeastern territory, the largest percentage of the total mileage seems to be 23.6 from time set to leave until out of terminal, and the next largest item of 21½ per cent, from time called to leave until rear of train has cleared switch leading from track upon which train is made up.

Some having provisions from time set to leave until departure?

Mr. Bremerman: Yes.

Mr. Sheean: Now, in freight service. In the West, the largest single item, of over 38 per cent, begins at the time set to depart, and ends at time of departure?

Mr. Bremerman: Yes, sir.

Mr. Sheean: The other items, as the percentage would seem to indicate, show that there are a variety of ways of treating this on the different roads?

Mr. Bremerman: Yes, sir.

Mr. Sheean: In the East, no provision is made for initial terminal delay in freight service?

Mr. Bremerman: None is found.

Mr. Sheean: And in the Southeast the same percentage of firemen as engineers?

Mr. Bremerman: No, this is freight service.

Mr. Sheean: Freight service, yes, the same provision as to freight service as there was to passenger service, 23.6 per cent from time set to leave until out of terminal.

Mr. Bremerman: Yes, sir.

Mr. Sheean: And the same per cent from time set to leave until departure?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, Mr. Bremerman, have you found in any

schedule, or have you ever seen in any schedule, a provision that there shall be arbitrarily counted as a delay the time that is taken between the roundhouse or any other designated place and the passenger depot or the starting point of the trip?

Mr. Bremerman: We find one here, "Begins at leaving time of engine from roundhouse and ends when engine pulls out on main track."

Mr. Sheean: Where is that found?

Mr. Bremerman: It is in the Western territory, the third item. Do you want the name of the road?

Mr. Sheean: Yes, the name of the road, if you can give that.

Mr. Bremerman: Chicago Great Western. Accrues after one full hour.

Mr. Sheean: That accrues after one full hour?

Mr. Bremerman: Yes, sir. All of these have, of course—I did not read the limits from which they accrue.

Mr. Sheean: Now, as to when it begins and ends. But, if in fact, in that schedule there was more than one hour between the time set to leave the roundhouse and the time of departure, then there would be an allowance of terminal delay?

Mr. Byram: As to the departure of the train or the engine?

Mr. Bremerman: It says, "When engine pulls out on main track."

Mr. Sheean: The departure of the train, as I understand. And if there was more than one hour consumed in doing that?

Mr. Bremerman: That would be paid for, paid terminal delay.

Mr. Sheean: That is, it would be considered a delay if it took them more than one hour to do that? Well, aside from that one proposition that you referred to, "Begins at leaving time from roundhouse and ends when engine pulls out on main track. Accrues after one full hour," do you find any provision?

Mr. Bremerman: "From time due to leave shop track until departure of train."

Mr. Sheean: What road is that?

Mr. Bremerman: Canadian Northern, and Duluth, Winnipeg & Pacific. They pay actual time.

Mr. Sheean: Now, aside from those?

Mr. Bremerman: That is all I find. Well, the Northern

Pacific, "From time engine is ordered to leave roundhouse track or any other designated track or at time engineers begin work if they do not report at time specified and end when they depart from yard."

Mr. Sheean: And how paid?

Mr. Bremerman: Accrues after one full hour.

Mr. Sheean: After one full hour. Now, the detail of this, Mr. Bremerman, is shown where, initial terminal delay?

Mr. Bremerman: At page 237 as to engineers; 238 as to firemen.

Mr. Sheean: Giving all of the roads, and assembling them under the various items that you have extended here?

Mr. Bremerman: Yes, sir.

Mr. Sheean: On page 233. At page 234, Mr. Bremerman, will you explain briefly?

Mr. Bremerman: Similar information for firemen in the three territories, as to when initial terminal delay begins and ends in passenger and freight service.

Mr. Sheean: And, in a general way, following, without fixing you definitely to the percentages, but following in a general way the provisions as to engineers shown on the preceding page.

Mr. Bremerman: Yes, sir, with the usual variations.

Mr. Sheean: "Final terminal delay," as taken at page 235. Now, will you give us in a general way what the situation in the various territories is as to engineers on the question of final terminal delay?

Mr. Bremerman: In Western territory, the engineers in passenger service.

22.6 per cent allow final terminal delay, but do not specify when time commences or ends.

6 per cent begins one hour after arrival and ends when relieved.

5 per cent, time shall begin after arrival at station (except at Chicago where special rule governs) until relieved of engine.

5 per cent begins at time train stops at final passenger station and ends when relieved.

5 per cent will commence at the expiration of 15 minutes after arrival of passenger train at station and will end when engine is delivered on designated roundhouse track.

5 per cent, from arrival at designated point at terminal or when held on main lines by preceding train, until relieved. The schedule specifies the points of recognized entrance to certain yards, and provides that at yards with no established limits for this purpose, the controlling point for determination of terminal time shall be the main line switch at the entrance to the train yard.

Seventeen per cent make no provision.

Those are the larger individual items.

Mr. Sheean: Now, in Eastern territory, in passenger service?

Mr. Bremerman: Seventy-two and one-half per cent, time begins from time train reaches terminal station and ends at point of final relief.

Mr. Sheean: And accrues when?

Mr. Bremerman: After one hour.

Mr. Sheean: In the Southeast?

Mr. Bremerman: In the Southeast, 24 per cent from arrival at fixed points, or where there are no fixed points, at yard limits boards, until relieved of engine or when engineer places engine on designated hostler's track. No mention of when accrues.

Twenty-four and nine-tenths per cent, from time delayed at or between yard limit board governing the yard in which the train is delivered until arrival at usual point of relief, less running time through yard.

Mr. Sheean: Accrues after 30 minutes?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And about 16 per cent from time of arrival within yard limit boards governing the yard in which the train is to be delivered until arrival at point where relieved of engine. Accrues after 30 minutes?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, in freight service, there seem to be, Mr. Bremerman, a great variety of provisions in the Western territory?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Let me see, running from—15½ seems to be the highest.

Mr. Bremerman: No. "No provisions in schedules," commencing or ending with that.

Mr. Sheean: Well, "no provision" may be the highest. The provisions vary on the different roads, "Commences after train has been placed on designated siding in terminal and ends at time of giving up engine in such a manner as terminal rules require. Accrues after one hour"—about 6 per cent? Then, "Begins on arrival at outside switch, and if delayed by some disability of the yard before reaching outside switch, time begins when delay begins, and ends when relieved. Accrues after 30 minutes"—5.7 per cent. And various provisions as to the time or manner of the computation, of the beginning and ending of the terminal delay.

Mr. Bremerman: In freight service?

Mr. Sheean: In freight service. So that no attempt was made to classify this, or it is not possible to put them under particular headings or groupings, in any more summary way than was done here?

Mr. Bremerman: In a summary, no.

Mr. Sheean: Now, in the East, in freight service. Seventy-six per cent begins from the time the engine reaches designated main track switch connection with the yard track and ends at point of final relief, and accrues after one hour. That is the largest single item, is it not?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And aside from that the information in the East the information is not very definite. Sixteen and one-half per cent allow final terminal delay but do not specify when it begins or ends?

Mr. Bremerman: Yes, sir.

Mr. Sheean: In the schedules. In the Southeast, in freight service—

Mr. Bremerman: That follows practically passenger service.

Mr. Sheean: Practically the same as was shown in passenger service in the Southeast?

Mr. Bremerman: Evidently the same rules govern both services, so far as they may be applicable.

Mr. Sheean: As to final terminal delay?

Mr. Bremerman: Yes.

Mr. Sheean: Now, the next page, 236, assembles the same information as to the firemen in the three territories, and in a general way do the provisions as to firemen in the three territories follow the same general lines that were followed as to engineers?

Mr. Bremerman: I think so. With the usual slight variations.

Mr. Sheean: The detail pertaining to terminal delay and the manner of its computation and allowance is shown on what sheets?

Mr. Bremerman: Well, it begins and ends—they follow on from there to page 245. Those are the details of the summaries we have just discussed.

Mr. Sheean: From which is shown the roads having the particular provisions which are summarized on these first sheets?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, on page 245, what part of the terminal delay rule have you assembled here for the purpose of comparison?

Mr. Bremerman: The present terminal delay rule as related to that part of proposed Article 4 which provides that engineers and firemen shall be paid on a minute basis for all terminal delay at the pro rata rate for the class of engines used; this in addition to all time or mileage made on the trip.

Mr. Sheean: What is the situation in the West as to the computation at this time?

Mr. Bremerman: In initial terminal delay for engineers in Western territory, 9 per cent pay actual time; .59 of one per cent, 5 or more minutes cumulative; 1 per cent, 15 minutes; 14 per cent 30 minutes; 68 per cent, one full hour; 1 per cent, 1½ hours; 3.8 per cent, no provision. With qualifications as to which service it may or may not apply to, as shown by the smaller type.

Mr. Sheean: In the final terminal delay in Western territory it accrues after what time?

Mr. Bremerman: Engineers, actual time, 5 per cent; 5 or more minutes cumulative, half of 1 per cent; 15 minutes, 10 per cent; 30 minutes, 43 per cent; 1 full hour, 16 per cent; no provision in schedule, 24 per cent. Except for some special provisions shown there.

Mr. Sheean: In Eastern territory, when does the initial terminal delay accrue; after what time?

Mr. Bremerman: Initial terminal delay?

Mr. Sheean: Yes.

Mr. Bremerman: 3.8 per cent in passenger service if trains are delayed 2 hours or more at starting point, overtime will be paid for all time delayed.

One per cent, passenger engineers required to report for duty more than 1 hour before leaving time of their train at terminal station will be paid at overtime rate for all time in excess of 1 hour. If road overtime is made on same trip, initial overtime will be deducted. No other rules concerning initial terminal delay, 94.9 per cent.

Mr. Sheean: In Southeastern territory, as to initial terminal delay. Accrues after what time?

Mr. Bremerman: 26 per cent if delayed after time called to leave, more than one hour, one hour overtime allowed; for 1 hour and 30 minutes, 2 hours allowed. Deducted from road time if any made.

1.9 per cent delayed over 30 minutes, 1 hour, and over 1 hour and 30 minutes, 2 hours. Time so paid deducted from overtime on trip.

29 per cent delayed as much as 1 hour beyond time set to leave, paid 1 hour overtime; 1 hour and 30 minutes, 2 hours. Deducted from road overtime, if any made. 9 per cent, delayed as much as one hour beyond time set to depart, paid minimum of 1 hour and actual minutes thereafter. Deducted from road time if any made. No provision in schedules of 32 per cent.

Mr. Sheean: What is the Final in the East and Southeast, as to when that accrues?

Mr. Bremerman: In the East, final terminal delay 72½ per cent, "For freight service, final terminal delay shall be computed from the time engine reaches designated main track switch connection with the yard track.

"For passenger service, final terminal delay shall be computed from time train reaches terminal station.

"Final terminal delay, after the lapse of one hour, will be paid for at the end of the trip, at the overtime rate, according to class of engine, on the minute basis. If road overtime has commenced, terminal overtime shall not apply, and road overtime will be paid to point of final relief."

Mr. Sheean: The other items apparently would be the provisions of particular schedules largely?

Mr. Bremerman: Which vary to some extent.

Mr. Sheean: Now, in the Southeast, on the final terminal delay, after a lapse of what time does final terminal delay accrue?

Mr. Bremerman: 50 per cent, delayed 30 minutes or more, running time in yard deducted. Considered as road overtime on runs where road overtime has accrued on 27 per cent of that, and paid on the 30 minute basis, generally, on 21 per cent. 8 per cent delayed over 30 minutes. Running time in yard deducted on 7 per cent of that. 25 per cent, actual time delayed. .376 per cent, rate of 70 cents per hour for final overtime. Considered as road overtime on runs where road overtime has accrued, 24 per cent.

Mr. Sheean: Now, then, "How computed" is an item then, Mr. Bremerman.

Mr. Bremerman: In the West. That covers how it is paid after it does accrue.

Mr. Sheean: Just give us a general idea how it is paid if it does accrue?

Mr. Bremerman: Actual time, $48\frac{1}{2}$ per cent.

Mr. Sheean: That is, you mean after the initial or final terminal delay accrues in the way above specified?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Is paid for "actual time thereafter," is the heading that you have put here.

Mr. Bremerman: Yes, sir.

Mr. Sheean: On $48\frac{1}{2}$ per cent of the roads. And 8 per cent, "Less than 30 minutes not counted; 30 minutes or more counted as one hour," and so on through a variety of provisions for convenience of computation with different roads?

Mr. Bremerman: Yes, sir.

Mr. Sheean: In the East and Southeast, you have made—or have you made any computation, and carried out as to how computed?

Mr. Bremerman: Well, it is rather lumped here. Take final terminal delay in the Eastern territory, for the 72 per cent paid on the minute basis it is not separated there as it is

in the West, and the other items show how it is computed after it accrues.

Mr. Sheean: And if and when it accrues, if it is computed under these rules, then you show in the last part of this first column, in the West, whether it is paid separately from the road trip or after 100 miles or 10 hours service, or after 100 miles, in accordance with the provisions of the different schedules?

Mr. Bremerman: Yes, sir, as related to that part of the proposal, this in addition to all time or mileage made on the trip.

Mr. Sheean: Now, is there anything more on this page 245, Mr. Bremerman, to which attention should be directed, which I have not covered in a general way by these questions?

Mr. Bremerman: I think we have covered it, generally.

Mr. Sheean: Page 246, you relate that part of the proposed request which places this so-called "terminal delay" on the minute basis.

Mr. Bremerman: This covers firemen, as we have just discussed similar information for engineers.

Mr. Sheean: And shows similar information, and following in the usual way the same line.

Mr. Bremerman: Yes, sir.

Mr. Sheean: Without giving the exact percentage, the relative preponderance as to particular provisions in the territories is somewhat similar with the firemen to what it is with the engineers?

Mr. Bremerman: Yes, sir.

Mr. Sheean: The detail from which these summaries are made up, is shown where?

Mr. Bremerman: Page 247, initial terminal delay, engineers; 249, initial terminal delay, firemen; 251, final, engineers; 252, final, firemen, for the West; for the East, 264 and for the Southeast 265.

Mr. Sheean: Page 253, Mr. Bremerman.

Mr. Bremerman: Page 253 is entitled: "Relation of preparatory, terminal delay, and road time—Engineers." It traces through the trip from time of reporting for duty until final release, showing schedule provisions for each branch, such as "Report for duty," "Preparatory time," "Initial Terminal Delay," "Road Trip Begins," "Final Terminal Delay," "Road

Trip Ends." It covers quite a few sheets, but is merely intended to connect up different provisions for parts of a day's or trip's service. It is for ready reference for that purpose.

Mr. Sheean: I note that on page 253 you start out alphabetically with certain roads on that page, following the usual key that has preceded these other tables; but I am not quite sure that I understand the difference between pages 259 and 253.

Mr. Bremerman: One is for engineers and the other for firemen.

Mr. Sheean: Showing the same information?

Mr. Bremerman: For firemen, as on page 259 and following as is shown for engineers on 253 and following.

Mr. Sheean: So that if there be any difference in the two schedules on the different roads; instead of trying to point them out, you have simply made a separate showing as to the firemen?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Let us make clear just the purpose of this part of the Exhibit at 253. Take the roads first, and read across the columns. In Column 1 you give the name of the road. Column 2, time, if schedule provides when the engineer is to report for duty.

Mr. Bremerman: Yes, sir.

Mr. Sheean: In Column 3, "Preparatory Time," intending by the word "preparatory" there in quotation marks, to include only time paid separate and distinct from any other part of the trip.

Mr. Bremerman: It includes also the other items, of where they report—where they begin, say thirty minutes prior to the time designated to depart, but that time is included in road time.

The Chairman: You mean that is true as to blanks in column 3?

Mr. Bremerman: Where there are no blanks, the time begins—take the first one here, the Chicago, Rock Island & Pacific, the time begins at time designated on order for calling, found in column 5.

Mr. Burgess: What page are you on?

Mr. Sheean: You have gotten a page ahead of us.

The Chairman: I am on page 253.

Mr. Bremerman: Take the Chicago & Alton, the third

from the bottom, column 3 is blank. Column 5 shows that the road trip begins at time train is ordered for, and in case of leaving earlier, time begins at departure.

Mr. Sheean: In column 2 of the Chicago & Alton, the provision is there, "Called as near as practicable not less than 1½ hours, nor more than 2 hours before leaving time." No mention is made of any schedule time required to report for duty. Let us take on the next page, so that we can make clear some of these items shown in column 3 on roads where you say the allowance is not arbitrary. There is the Chicago, Milwaukee & St. Paul, the fourth down. Column 2: "Report for duty." You set out: "Called as nearly as possible 1 hour and 30 minutes before leaving time. (Article 7.)"

In column 3 you set out: "Thirty minutes before leaving roundhouse or designated track. (Article 6.)"

Under the head of "Initial terminal delay" is "When held 1 hour, receive 1 hour's pay in excess of the mileage or hours in service; over 1 hour, 1 mile allowed for each 6 minutes held thereafter."

Column 5: "Road trip begins," you have set out: "When leaving roundhouse or designated track. (Art. 6.)"

In this particular schedule, Mr. Bremerman, you may just explain if you please the relationship between Column 3 and Column 5, so that we may have that clear.

Mr. Bremerman: Column 3 begins the road time, "Thirty minutes before leaving roundhouse or designated track."

Column 5, "Road trip begins": "When leaving roundhouse or designated track," However, Column 3 shows that that connects up with the other as road time.

Mr. Sheean: But I understand that reading across this Milwaukee Road, that the time that would be paid for as road time, if it ran into overtime, would begin thirty minutes before leaving roundhouse or designated track?

Mr. Bremerman: Yes, sir.

Mr. Sheean: But that is time, and not miles.

Mr. Bremerman: It is time. It is not independent except as it occurs in road time.

Mr. Sheean: If on a run a man was on duty altogether twelve hours, but he made on the road 130 miles, and this assuming that this is 10 hours or less, 100 miles or less, consti-

tute a day, if he was paid the 130 miles, he would not draw overtime?

Mr. Bremerman: No. He would be on the road in this schedule 12 hours and 30 minutes.

Mr. Sheean: That is, his mileage rate of pay would be greater than the total hours on duty, dating his time back to thirty minutes before time of leaving roundhouse or designated track?

Mr. Bremerman: That is the way I understand their schedules.

Mr. Burgess: In that particular case cited by Mr. Sheean, neither the engineer nor fireman would receive any compensation for preparing the engine?

Mr. Bremerman: That is another question.

Mr. Burgess: Not if I understand it.

Mr. Sheean: Save and except the 130 miles, if that was higher and produced more money, than if he had twelve times the hourly rate, then he would not receive any money. If he was on duty twelve hours all told and the mileage rate was more than twelve times the hourly rate, then he would take that separate and distinct—

Mr. Burgess: He would receive pay for the 130 miles?

Mr. Sheean: Yes.

Mr. Burgess: But in that case he would not get any pay for preparing the engine?

Mr. Sheean: If the 130 miles produced him more money than twelve times his hourly rate given him by his schedule, he would not. If it produced him less he would be permitted to take his hours; but wherever the miles are more than his guaranteed hourly rate, he has a right to take that, and he does not draw pay on the hourly basis.

Mr. Burgess: Or, putting it differently, Mr. Sheean, when he runs off, so to speak, he is making miles quicker than on the ten-hour period, he does not get any compensation for getting his engine ready?

Mr. Sheean: No, he is never paid separately any particular part of the guarantee.

Mr. Burgess: That is just what I am trying to get at.

Mr. Sheean: There is no question about that. That guarantee as to hours is made to cover all the hours that he is on

duty on each of his trips, from the time he reports for duty until he is relieved. If some other provision in the schedule gives him a higher rate of pay than the guaranteed hourly rate then he does not draw both the hourly rate and the other part of it.

I don't know, Mr. Bremerman, whether you have here anywhere sought to enumerate schedule provisions, that is, compensation in miles or rates, but not both. Have you attempted that?

Mr. Bremerman: No.

Mr. Sheean: There is nowhere here enumerated any phraseology where they are permitted to draw both miles and hours?

Mr. Bremerman: The exhibit only shows what is the basis of the day, Mr. Sheean, miles or hours.

Mr. Sheean: In no part of this is there any assembling on any of the sheets here, of the various reservations whereby in all the schedules employes shall not be permitted to draw both miles and hours, but they must elect whether they will be paid in miles or hours, whichever produces greater compensation.

Mr. Bremerman: No, sir.

Mr. Sheean: On each of these roads, running across through the several columns, as numbered here, from 1 to 7, there has been the effort to show on a particular road the provision as to compensation from the beginning to the end of the trip?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And the schedule reference in each case as to that?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Firemen run from 259—

Mr. Bremerman: To and including 263.

Mr. Sheean: From 259 to and including 263?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And again speaking generally, do the roads show a similarity, that is, road by road, show a similarity between provisions as to engineers and firemen in the relationship of these compensatory provisions from the beginning to the end of the day?

Mr. Bremerman: There are variations, and it is for that reason that we have shown them separately, but speaking broadly, they follow along the same lines.

Mr. Sheean: And not worth while you think, Mr. Bremerman, to take up for discussion any particular difference that there may be between the firemen and engineers?

Mr. Bremerman: I don't believe so.

Mr. Sheean: Page 264, just explain briefly.

Mr. Bremerman: That is the detail of the terminal delay, in the East, and 265 in the Southeast, that summary which we discussed some pages back previous to this, the picture of a day that we have just passed.

Mr. Sheean: At page 266, Mr. Bremerman, first, I think you had better tell us the detail from which this summary is prepared.

Mr. Bremerman: Terminal switching is prepared from the schedules in the Western territory as shown on the details shown on pages 267 and 268, covering in regard to terminal switching, where it is accrued, how it is computed, that is, whether on a minute basis, thirty-minute basis or otherwise, how it is paid, meaning by how paid, whether separate and independent of the trip or other regulations which affect its payment or non-payment under certain conditions.

Mr. Sheean: Just what do you mean by terminal switching in this brief summary, the heading "Terminal Switching?"

Mr. Bremerman: Switching at terminals, either on their own trains or for other trains by road crews as distinguished from other crews.

Mr. Sheean: And this was intended to bring into relationship the provision whereby men in yard service may under different schedules be called upon to do switching at terminals.

Mr. Bremerman: Engines in road service.

Mr. Sheean: Men in road service may be called upon to do switching at terminals?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, at page 267, showing the detail by roads, you have carried from column 6, over to column 12, the various provisions as to what shall or shall not be counted, less than thirty minutes not counted. Over thirty minutes, actual time. Computed to nearest quarter-hour, and over thirty-five

minutes to one hour, pay one hour; actual time thereafter; periods of fifteen minutes and so on have been adopted or appear in the schedules of different roads, as to how this switching is to be computed?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, the first part of the sheet on which this information is assembled, shows how it accrues or when it accrues.

Mr. Bremerman: Where.

Mr. Sheean: Where it accrues, yes.

Mr. Bremerman: Column 1, at "Terminal Stations;" column 2 "Main Line District Terminal;" column 3, "Terminals where switch engines are not maintained;" column 4, "Terminals where switch engines are maintained and on runs 70 miles or over;" Column 5, "Terminals prior to departure only."

Mr. Sheean: By that last column, "Terminals prior to departure only," what do you mean by that?

Mr. Bremerman: Initial terminals.

Mr. Sheean: That is, there is a schedule provision covering switching at terminals by road crews, prior to their departure on the road trip.

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, as to the engineers and firemen, what is generally the situation here in the West, as summarized on page 266?

Mr. Bremerman: That 44.7 per cent terminal switching would accrue at terminal stations in freight and passenger service. Six per cent at main line district terminals, freight and passenger. Six per cent at terminals where switch engines are not maintained. Five per cent at terminals where switch engines are maintained, freight and passenger. Eight per cent at terminal stations in freight service only. Six per cent in freight service paid at main line terminals or points where switch engines are employed.

Mr. Sheean: Now, how paid?

Mr. Bremerman: Separate and independent trip, 56.6 per cent.

Mr. Sheean: That is, if I understand that, that no matter what the time or hours of the trip would be, that when this terminal switching thus defined, accrues under the two preceding,

that in such cases on 56.6 per cent of the roads it would be by independent time and mileage otherwise made.

Mr. Bremerman: Yes, sir, that is what is meant. On 11 per cent it is not paid on trips 70 miles or less until after 10 hours' service. 5 per cent, except on branch runs of thirty-five miles or less paid after 10 hours' service. 11 per cent not paid on trips of less than 100 miles or 10 hours, except at main line terminals or points where switch engines are employed. 9 per cent not paid on trips of less than 100 miles unless such run covers entire district.

Mr. Sheean: Just a moment on that 11.2 per cent, Mr. Bremerman, as to just what that means in the summary way in which you have put it. That in order that an engineer and fireman be entitled to be paid as a separate and distinct item in his day's compensation, on 11.2 per cent of the roads, it would not be paid separately, unless he had already run 100 miles, or unless his total time on duty was ten hours.

Mr. Bremerman: Yes, sir, that is the meaning of that sentence.

Mr. Sheean: So that, 11.2 per cent of the roads having provisions, whereby, under their schedules, in which they guarantee payment for 100 miles or 10 hours, have counter provisions that enables them, either in miles or hours, to get the 100 miles, before they have to pay an additional premium for work that is done.

Mr. Bremerman: I think that is true, yes, sir.

Mr. Sheean: And on 11.3 per cent of the roads, there is a reservation of some sort in the schedule, whereby they can get either 70 miles or 10 hours, before they are required to pay this additional amount for any switching that is done.

Mr. Bremerman: Yes, sir.

Mr. Sheean: And in that ten hours that, of course, would include total time on duty; anything on the road, plus all the switching, must make a total of ten hours, or they must either work the ten hours or run 70 miles, before this would accrue on these particular roads?

Mr. Bremerman: Yes, sir.

Mr. Sheean: 9 per cent have the provision that it is not paid on trips less than 100 miles. Just what is the difference

between that and the not paid on trips of less than 100 miles or 10 hours—the other 11 per cent?

Mr. Bremerman: The difference is that they do not specify hours.

Mr. Sheean: I mean practical effect. Of course, if it is over 10 hours it runs into overtime, in any case.

Mr. Bremerman: I do not know. I do not believe I get your question.

Mr. Sheean: In practical effect, what difference would there be on two 10-hour roads here, between the two provisions of “Not paid on less than 100 miles,” and “Not paid on trips of less than 100 miles or 10 hours?”

Mr. Bremerman: It seems to me, from your question, if he exceeded the 10 hours, that it would not be paid in addition, unless he had made 100 miles. That the 100 miles governs, instead of 100 miles or 10 hours.

Mr. Sheean: Of course, in case it is over 10 hours, it would be overtime in either case—would be paid as overtime?

Mr. Bremerman: Unless it was paid as an arbitrary, in addition to overtime.

Mr. Sheean: Well, both of these provisions, the 9 per cent and the 11 per cent on these roads preserve the right to obtain—and the other one that was considered there—preserve the right either to get 70 miles, or 100 miles, or 10 hours, whatever they pay, separately and distinctly for this work.

Mr. Bremerman: Either of them, yes, sir.

Mr. Sheean: Now, in a general way, the situation as to firemen follow the lines as to engineers in Western territory?

Mr. Bremerman: I think it does.

The Chairman: What do you mean by “Get 70 miles or 100 miles,” Mr. Sheean?

Mr. Sheean: Under this provision of terminal switching, there being in all the schedules a provision that 100 miles or less, 10 hours or less shall constitute a day, therefore, the roads guaranteeing payment for 100 miles or for 10 hours, whenever an engineer or fireman is sent out on a main branch line, or otherwise, these particular roads provide that for switching, before starting out, or after coming in, they will not pay as a separate item, in addition to that minimum day's guarantee, unless the length of the run has been 70 miles or 100 miles,

or the total time on duty as much as 10 hours, including the time covered by the switching. What I meant by the form of question was that these particular roads, having guaranteed payment for 100 miles or 10 hours, reserve in their schedules the right to use roadmen in switching, either before or after every run, in cases where the run has not been 70 miles, or the total time on duty has not been 10 hours.

Mr. Nagel: Covers the difference between the 70 and the 100?

Mr. Sheean: They could not exceed the ten hours, in any case. That, of course, would run into overtime, yes, and some have the actual 100, unless the total time on duty be as high as 10 hours. There is 11.3 per cent not paid on trips of 70 miles or less, until after 10 hours, and 11 per cent not paid on trips of less than 100 miles or 10 hours.

The Chairman: You put it in the alternative. I understand now.

Mr. Stone: Mr. Sheean, on those trips of 70 miles, do you understand that that is main line mileage?

Mr. Sheean: I do not know in these particular roads, whether it be or not. I guess we can tell that; 11.33, Mr. Stone, would be shown on the detail on page——

Mr. Bremerman: That is the Chicago, Milwaukee & St. Paul, Eastern Lines, shown by note "Q," Chicago & North Western.

Mr. Sheean: What page is that?

Mr. Bremerman: That is page 267, not paid for on trips of 70 miles or less, until after 10 hours' service. After first hour actual time, one mile for each 6 minutes.

Mr. Sheean: On trips of 70 miles or less, until after 10 hours' service, after first hour, actual time one mile for each 6 minutes. Now, the detail as to this terminal switching, when it accrues and when to be paid, separate and distinct from road trip, as to all the roads, is shown in detail on page 267, as to engineers.

Mr. Bremerman: 267 as to engineers, 268 as to firemen.

Mr. Sheean: Now, at page 269, Mr. Bremerman, you have switching in connection with road work of engineers in Eastern territory, but no effort there to summarize under headings, as you did in the West?

Mr. Bremerman: No, it covers both intermediate work and terminal work, and in that connection has some relation to the phase we discussed this morning, of intermediate switching, and there was no attempt to summarize it; it varies.

Mr. Sheean: Well, now, can you give us, just in a general way, some idea of how wide the variations or practices are made in the East, as shown by these schedule provisions?

Mr. Bremerman: I can read you the rules. I do not know whether I can state it in a short way or not.

Mr. Sheean: I mean, can you take out some one rule that illustrates. The biggest one there seems to be the New York, New Haven & Hartford. I have no idea of what it covers, or whether it shows anything particularly.

Mr. Bremerman: I have not noted anything here particularly.

Mr. Sheean: Except that you cannot classify or arrange them under the groupings and headings?

Mr. Bremerman: It was very difficult to do—unsatisfactory, and we started it and abandoned the idea of trying to classify it, as between intermediate and terminal and relating it to the different rules. So we placed it in here, in its entirety, without attempting to summarize it.

The Chairman: The Board will now adjourn until ten o'clock tomorrow morning.

(Whereupon, at 5 o'clock P. M., January 20, 1915, an adjournment was taken to January 21, 1915, at 10 o'clock A. M.)

IN THE MATTER OF THE
 ARBITRATION
between the
 WESTERN RAILWAYS
and
 BROTHERHOOD OF LOCOMOTIVE
 ENGINEERS
and
 BROTHERHOOD OF LOCOMOTIVE FIRE-
 MEN AND ENGINEMEN
*under the Act approved July 15, 1913, by agree-
 ment dated August 3, 1914.*

Chicago, Illinois, January 21, 1915.

Met pursuant to adjournment at 10:00 o'clock A. M.

Present: Arbitrators and parties as before.

DAN H. BREMERMAN was recalled for further examination, and having been previously sworn, testified as follows:

Mr. Sheean: I think, Mr. Bremerman, at the time of adjournment that you were speaking of the detail shown as to switching in connection with road work.

Mr. Bremerman: What page?

Mr. Sheean: At pages 267-8-9, and 271-2, is shown the detail which is summarized at page 266; that is correct, is it?

Mr. Bremerman: Yes, the summaries for the west are at page 266. There are no summaries for the East and Southeast.

Mr. Sheean: But as to the East and Southeast, the various provisions pertaining to switching in connection with road work appear on these pages, 269 to 271, inclusive?

Mr. Bremerman: Yes, sir.

Mr. Sheean: At page 272, Mr. Bremerman, appears the heading, "Rules Providing for Automatic Release and Miscellaneous Rules Contrary Thereto—Engineers. Western Territory."

Rules assembled, as I take it, on this part of the Exhibit in their relationship to the proposed Article 7, which reads:

"Engineers and firemen arriving at terminal or end of run

are automatically released; when used again, they begin a new day."

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, will you explain briefly the manner of assembling these rules which relate to the subject of automatic release?

Mr. Bremerman: As the reading indicates, they are the rules taken in full, direct from the Engineers' Schedules in Western territory, which provide for automatic release, or are contrary thereto.

Mr. Sheean: Now, let us take first a schedule which has a provision similar to the one proposed, and see what rules in the same schedule modify the general statement of that rule. Take the Great Northern, for instance, appearing at page 273 in the second column on that page; you have set out there about the middle of the part excerpted from the schedule of the Great Northern, Rule 33. "Engineers arriving at Terminals or end of run are automatically released." Under this rule it is agreed that the Company will be allowed to run engineers to first siding out of regular terminal to pick up train set out account of blocked yard, and run through terminal with same.

"Assigned to Turn-Around Trips. This will not prevent the assignment of engineers to a succession of short trips out of a terminal, provided that second or any succeeding trip shall leave the terminal within ten hours from the time called to leave designated track on first trip, or provided the actual miles run are less than one hundred, otherwise the additional run will be considered as commencing a new day. Engineers so assigned not to be run around by each other at their terminals. The term assignment, as used in the foregoing, applies where there are 15 or more days continuous service."

In the rules from the Great Northern schedule, which are here excerpted, you enumerate such rules as modify or relate to the general statement in the first part of Rule 33?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Will you just give us, as to the Great Northern, the various rules which are numerated, and which modify this general statement of automatic release?

Mr. Bremerman: Rules 6, 14, 31, 34 and 36.

Mr. Sheean: And, in a summary way, just what matters are covered by these modifications?

Mr. Bremerman: The matters of turn-around trips, for service at terminals, for handling connecting trains, in emergencies.

Mr. Sheean: And Rule 36 makes what modifications of the rule?

Mr. Bremerman: "(a) A straight-away run is a run from one terminal to another terminal, and not less than 100 miles will be allowed for each such run, except as hereinafter provided.

"(b) In passenger service a turn-around run between two terminals will be computed as a straight-away run, provided:

"1. The distance between such terminals does not exceed 85 miles, or,

"2. The turn-around run leaves within ten hours from the time called to leave designated track on the first trip.

"(c) In freight service, providing the turn-around run leaves turn-around point within ten hours from the time called to leave designated track on first trip.

"Otherwise a minimum of 100 miles will be allowed for each such run between terminals," with examples of turn-around runs of eighty-five miles or less.

Mr. Sheean: Now, the Northern Pacific schedule is shown at page 274, which also has in it the language in Rule 6, that engineers arriving at terminals or end of run are automatically released.

Mr. Bremerman: Yes.

Mr. Sheean: Give us briefly what modifications or exceptions appear in the schedule to that rule?

Mr. Bremerman: Rule 24, providing for actual time for turning engines at terminals, and Rule 30, providing for turn-around runs; Rules 32, 33, 34, 35 and 36, for various terminal services; Rule 44, turn-around runs in freight and mixed service, and providing for assignment of crews to a succession of short trips out of a terminal.

Mr. Sheean: Now, other roads handle the subject of turn-arounds and series of short trips and various matters of that sort, in different manners in their schedules?

Mr. Bremerman: Yes, sir.

Mr. Sheean: For example, the El Paso & Southwestern, which appears at page 273, will you indicate the manner in which they handle matters of this sort?

Mr. Bremerman: "Article XVIII. An engineer is understood to have reached the terminal of a trip on any division or district when he reaches the division or district terminal at which engines of trains are usually changed, or of the train of which the trip is made and having done so and proceeding farther with the same train, or being sent out again on another trip or train, he is in either case understood to have begun another trip. This is not to be construed to apply to engineers working on short trips in and out of a terminal or on trains where it is understood that engines are not usually changed."

Mr. Sheean: And are there similar provisions or exceptions in the schedule, speaking broadly, not limiting you to any particular language?

Mr. Bremerman: There are, on several of the other roads in the Western territory.

Mr. Sheean: Roads having no specific provision as to automatic release, what is the Burlington rule, appearing on page 272?

Mr. Bremerman: Rule 23 reads: "A single or turn-around trip of less than one hundred miles will be computed one hundred miles, except when engineer is ordered for and immediately makes another trip in the same day in his turn, both aggregating one hundred miles or more; then actual mileage will be allowed."

Mr. Sheean: And Rule 21?

Mr. Bremerman: "Terminals are the points where runs begin or end. A turning point on a turn-around run shall be considered as an intermediate point on a continuous run."

Mr. Sheean: The Illinois Central, page 273?

Mr. Bremerman: "Article 10. A. A series of short runs in continuous service will be computed as a single trip.

"(B) Engineers returning from short trips will report to engine house foreman for further orders before being released.

"(C) When engineers make a short trip and are released at end of said trip and within ten hours from the time listed on first trip start to make a second short trip the two trips will be coupled and miles and hours computed continuously.

“Article 11. A. Where a trip is completed over a district or districts exceeding 90 miles and on all local freight runs it will not be coupled with any other run made previously or subsequently.

“Note.—It is understood that ‘a trip is completed’ when the train arrives at the point of delivery.

“(B) Where a day is completed in any kind of service, it will not be coupled with another run made previously or subsequently.

“(C) In freight or irregular passenger service a trip over a district of 90 miles or less will be paid 100 miles unless doubled within 15 hours, in which case actual mileage will be paid with a minimum of 100 miles for the double. If an intermediate trip is made it shall be computed separately from the double.

“Article 12. A. Trips turning at intermediate points will be termed ‘turn-around trips’ and the time will be computed continuously less time off duty at the turning point. (Trips paid through freight rates will be computed continuously.)

“(B) A turn-around trip of 100 miles or less not completed within 15 hours from initial listing time will constitute a separate trip in each direction.

“(C) A turn-around trip exceeding 100 miles not completed within 20 hours from initial listing time will constitute a separate trip in each direction.

“(D) A turn-around trip in regular passenger or mixed train service, over a district of 90 miles or less, will be computed and paid as per this Article 12.

“(E) A turn-around trip of 100 miles or more, 10 hours or more, will not be coupled with another run made previously or subsequently.

“(F) A trip originating at an intermediate terminal or point and turning at a district terminal, the engineer will be allowed continuous time unless tied up at the turning point, in which event a minimum of 100 miles in each direction will be allowed. **REGULAR ASSIGNED TURN-AROUND TRIPS EXCEPTED.**

“(G) On turn-around trips, where actual mileage is allowed, engineers will be paid at overtime rates for switching at the turning point when the same exceeds thirty minutes. This not to apply to local freights.”

Mr. Sheean: From page 272 down to and including page 275, you have set forth the provisions of the Engineers' schedules in Western territory which relate to the matter of automatic release, or are contrary thereto?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And at the bottom of page 275, I see you note "For brevity, exhibit of corresponding rules in schedules of Western Firemen are omitted, with the statement that the Engineers' rules are representative in a general way of Firemen's rules on the same subjects."

Mr. Bremerman: Yes, sir.

The Chairman: Mr. Sheean, how many railroads now, parties to this arbitration, have rules that are uniform as respects this particular point?

Mr. Sheean: Have you made any check on that?

Mr. Bremerman: The only two roads that have rules providing for automatic release are the Great Northern and the Northern Pacific, 10 per cent of the mileage. As to uniformity on other rules, I have made no study of that. I doubt if it could be considered entirely uniform. There are great variations everywhere.

The Chairman: Well, is it the purpose of this exhibit to show that there is a diversity of rules as respects the different roads on this particular point?

Mr. Bremerman: The exhibits show that there are two roads that provide for automatic release similar to the language of the proposal, and the exhibit also shows that that is modified by subsequent provisions.

The exhibit, as to the other roads, shows the present provisions for turn-around service and for other services, and methods of payment which were considered contrary to the principle of automatic release as it was understood.

The Chairman: You did not exactly answer my question. For what particular purpose is this exhibit offered?

Mr. Sheean: I think perhaps I should answer that. It is offered, your Honor, for the purpose of showing that an automatic release in the form requested is found only in the two schedules, and that in those two there are specific modifications covering turn-arounds and short runs, and that the ironclad rule as proposed is found in no schedule except as modified by

various exceptions; that outside of those two roads, even thus modified, other roads have provisions which are specifically contrary to the principle that whenever a man arrives at a terminal he shall receive pay for 100 miles.

The Chairman: I suppose it is your contention that it would be impracticable to have a uniform rule applying to the various roads?

Mr. Sheean: To have a uniform rule, and that even though a uniform rule were possible, that the particular rule which is proposed is not—in the form proposed—a fair, proper or equitable rule for both purposes.

The Chairman: Of course, when I said "Uniform Rule," I had reference to the proposition which is now before us.

Mr. Sheean: Yes. There are the two purposes: first, the one of showing that it is impracticable to have a uniform rule; and second, that the rule proposed is not a fair and proper rule.

Mr. Shea: That is from the railroad point of view?

Mr. Sheean: Oh, yes, I am speaking entirely from the railroad point of view. I would not assume at any time to attempt to present the views of those who are on the other side of the table. And I understood, the query was directed as to what the purpose of the railroads was in offering the exhibit.

Mr. Shea: That applies to all of your opposition or criticism?

Mr. Sheean: Oh, I do not at any time attempt to speak for the organizations who are presenting the claims.

The Chairman: That goes without saying.

Mr. Shea: Your statement was so general, I wanted to have that fixed in my mind at least.

Mr. Sheean: Now, Mr. Bremerman, following page 275, a similar comparison is made as to miscellaneous rules found in the schedules in Eastern territory?

Mr. Bremerman: Yes, sir, and page 277, the Southeast.

Mr. Sheean: And, speaking briefly, in all of these territories the provisions in Firemen's schedules on the various roads are representative, or rather, the provisions applying in the Engineers' schedules that you have set forth, are representative of provisions in the Firemen's schedules?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Page 278, proposed Article 7, "Continuous

Time. Engineers and Firemen tied up between their terminals will be paid continuous time, no deductions will be made for time tied up." Just state what the comparison there is, page 278.

Mr. Bremerman: Page 278 contains a summary of rules in the three territories, for both engineers and firemen, covering compensation when tied up under law.

Mr. Sheean: At page 279, Mr. Bremerman, there is set out in the right hand column of that page, an agreement to which reference has been made heretofore.

Mr. Bremerman: Known as the agreement of April 1st, 1908.

Mr. Sheean: That is the standard agreement, or what you speak of as the standard agreement, at page 278 in the summary?

Mr. Bremerman: Yes, sir.

Mr. Sheean: That agreement is an agreement with the four organizations?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, I think in order to get that clear, that you had better, at this time, just summarize briefly what that agreement is, and if there are any particular articles in that agreement to which it is desired to call attention as we go along—

The Chairman: Please give us the names of the parties to the agreement.

Mr. Bremerman: The agreement of April 1st, 1908, was made between the Western railroads and representatives of the four transportation organizations, the Brotherhood of Locomotive Engineers, the Brotherhood of Locomotive Firemen and Enginemen, the Order of Railway Conductors, and the Brotherhood of Railroad Trainmen.

Mr. Sheean: And the agreement provides what?

Mr. Bremerman: The provisions of the agreement, so far as it has relation to the proposal here made, will be found in Articles 5 and 6, in column 5, of page 279. Article 5 reads:

"Road crews tied up under the law will be paid the time or mileage of their schedules, from initial point to tie-up point. When such crews resume duty on a continuous trip, they will be paid miles or hours, whichever is the greater, from the tie-up

point to the next tie-up point, or to the terminal. It is understood that this article does not permit crews to be run through terminals unless such practice is permitted under their schedules."

Article 6. "Road crews tied up for rest under the law, and then towed or dead-headed into terminal, with or without engine or caboose, will be paid therefor as per Article 5, the same as if they had run the train to such terminal."

Article 7. "If any service is required of an engine crew, or if held responsible for the engine during the tie-up under the law, they will be paid for all such service."

Mr. Sheean: Now, Mr. Bremerman, at page 279, just explain briefly what is shown in the two columns, Engineers and Firemen, as to the various roads?

Mr. Bremerman: The first column, and the third column, show for engineers and firemen the roads which were parties to the agreement of April 1, 1908. The second and fourth columns show those schedules in which we found the agreement printed or embodied.

Mr. Sheean: Turning back to page 278, what is summarized there?

Mr. Bremerman: As to Western engineers, 70 per cent of the mileage was party to the agreement of April 1, 1908, and the agreement is now found in the schedules.

6.7 per cent were shown as parties to that agreement, but the agreements were not found in the schedules.

10 per cent were not parties, but the agreement or major parts thereof were found in the schedules.

12 per cent made no provision.

Mr. Sheean: And substantially the same situation as to firemen in Western territory?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, in the Eastern territory, what is the situation?

Mr. Bremerman: As to engineers, 91 per cent have the Standard "Hours of Service Law" rule with awarded Article E.

Mr. Sheean: Just make clear what that awarded Article E is.

The Chairman: One moiment, please. What does it indi-

cate when you find a schedule which does not contain the rules set forth here?

Mr. Sheean: As to those who were parties to the agreement, it would simply mean, I take it, that they did not go to the trouble of printing it in the schedule, but that it is a part of the conditions under which they operate. Some of the railroads, the greater part of them, printed the agreement in full as a part of the schedule.

The Chairman: It is not contended that they are not living up to that agreement?

Mr. Sheean: Not that I know of, no. It was only for the purpose of showing the general uniformity here either by schedule provision specifically appearing in the schedule, or by the fact that they were parties to the award.

In the Eastern territory, Mr. Bremerman, Standard "Hours of Service Law" rule, appears in 90 per cent of the schedule with awarded Article E. Now, just make clear what awarded Article E is.

Mr. Bremerman: At page 280, in the footnotes, the first column and the last item will be found awarded Article E for engineers, reading:

"Engineers in train service tied up under the law will be paid continuous time from initial point to tie-up point. When they resume duty on continuous trip, they will be paid from tie-up point to terminal on the following basis: For fifty (50) miles or less, for five (5) hours or less, fifty (50) miles pay; for more than fifty (50) miles and up to one hundred (100) miles, or over five (5) hours and up to ten (10) hours, one hundred (100) miles pay; over one hundred (100) miles, or over ten (10) hours, at schedule rates. It is understood that this does not permit running engines through terminals or around other crews at terminals unless such practice is permitted under the pay schedule."

The Chairman: What column are you reading from?

Mr. Bremerman: The last paragraph in the first column on page 280, running over into the second column.

Mr. Sheean: Headed "Awarded Article E." So that turning back again to page 278 in the summary, the Standard "Hours of Service Law" rule which you first called attention to, together

with this awarded Article E which you have just read, is effective on over 90 per cent of the railroads?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And as to firemen, upon 93 per cent?

Mr. Bremerman: Yes, sir; that refers, as to firemen, to Article 8.

Mr. Sheean: Yes.

Mr. Bremerman: Which is also shown on the same page.

Mr. Sheean: Now, Article 8 of firemen, shown on page 280.

Mr. Bremerman: There is a slight change from Awarded Article E in actual language, but the provision is the same.

Mr. Sheean: The rule itself, as to the firemen, is shown also on the same page?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, in Southeastern territory, what is the situation?

Mr. Bremerman: 23.5 per cent have Standard "Hours of Service Law" rule with Eastern awarded Article "E." 20 per cent the same except Article "D" is omitted; 25 per cent have the standard rule with Eastern Awarded Article "E" omitted; also Article "D" omitted; but retaining that portion of old Article "E" referring to running through terminals; 20.6 per cent standard "Hours of Service Law" rule, and retaining old Article "E"; 2.5 per cent standard "Hours of Service Law" rules with awarded Article "E" omitted, and providing when tied up under law paid continuous time or mileage at schedule rate from initial to terminal less dead time at point where tied up. 3.7 per cent only Article "A" and "B" of standard rule, and providing that when tied up will be relieved and deadheaded to terminal and paid same as though they had completed trip.

Mr. Sheean: Now, all the detail, Mr. Bremerman, of these provisions is shown on the pages which follow your summary?

Mr. Bremerman: Yes, sir, to page 281.

Mr. Sheean: And there have been incorporated here the provisions which pertain to the matter of tie-ups under the law?

Mr. Bremerman: Yes, sir.

Mr. Sheean: At page 282 you have a summary of tie-ups other than under the law?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Which you have set up in connection with the proposal for continuous time in Article 7?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Explain briefly just how this summary is made.

Mr. Bremerman: It is made from the details found on page 283 and 284 as to the West, and following pages as to the East and Southeast.

Mr. Sheean: Turning back for just a moment, Mr. Bremerman, to page 279, I wanted to call attention to the fact that under Article 1 of this uniform agreement, "Under the laws limiting the hours on duty, crews in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time; and not then, until after the expiration of fourteen hours on duty or under the Federal Law, or within two hours of the time provided by the state laws if state laws govern."

Article 2. "If road crews are tied up in a less number of hours than provided in the preceding paragraph, they shall not be regarded as having been tied up under the law, and their services will be paid for under the individual schedules of the different roads."

Do you find that, to meet the situation, that any tie-up in less than fourteen hours shall not be considered a tie-up under the law, has caused to be provided in the various schedules, provisions concerning tie-ups that are under the agreement not to be considered tie-ups under the law?

Mr. Bremerman: I could not say that it caused them to be put in, but they are there.

Mr. Sheean: That there are provisions in the schedules covering—

Mr. Bremerman: Tie-ups, other than under the law.

Mr. Sheean: At page 282, you have summarized these provisions which pertain to tie-ups, other than under the law?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, give us generally what the situation in that respect is to Engineers in Western territory?

Mr. Bremerman: 31 per cent provide that crews will not be tied up between terminals to avoid payment of overtime, except account Federal or State law. 3.9 per cent will not be

tied up between terminals to avoid payment of overtime, except account wrecks, snow blockades or wash-outs, obstructing line. 4.4 per cent may tie up trains between terminals for any cause, without allowing continuous time. 4.4 per cent will not be tied up between terminals except account wrecks, snow blockades or wash-outs, in which case will allow pay for first 10 hours so held, in addition to time or miles made and not less than 100 miles for each succeeding calendar day so held. 3.4 per cent in through or irregular freight service will not be tied up between terminals without pay, except in case of wrecks, snow blockades, or wash-outs, in which case one-half time will be allowed.

Mr. Sheean: Now, there are other provisions than the ones you have read which are here summarized on page 282.

Mr. Bremerman: These are for engineers.

Mr. Sheean: Now, as to engineers in Eastern territory, what do you find the situation to be as shown in the schedules?

Mr. Bremerman: 9½ per cent provide that "Engineers despatched from terminal shall not be relieved until they reach a terminal or return to the terminal from which they started, unless released from change of turn by another engineer. May be relieved between terminals as necessity of the service requires. A minimum of 100 miles will be allowed between relieving points."

4.6 per cent, "Engineers will not be held between terminals except under overtime rules."

66 per cent have no provision in schedules.

Firemen follow along the same general lines.

Mr. Sheean: In both territories, substantially?

Mr. Bremerman: West and East, yes.

Mr. Sheean: Now, in the Southeast, as to tie-ups not under the law.

Mr. Bremerman: 29 per cent, "Will not be relieved between terminals without pay and held for further duty, except in compliance with Federal or State Laws, or to accord them rest when asked for, or when line is broken by an act of Providence.

"When relieved between terminals and deadheaded to terminal, time will be computed until arrival at terminal."

That is the largest single item, and is fairly representative

of the others. There are variations; 39.8 per cent have no provision.

Mr. Sheean: And as to firemen, about 15 per cent have the same provision in the schedule as the one you have just read?

Mr. Bremerman: Yes, sir. 43 per cent, no provision; and 38 per cent, no schedules shown.

Mr. Sheean: The detail as to these provisions of "Tie-ups other than under law," is shown at pages 283 and 284 as to Western territory, and page 285 as to Eastern and South-eastern territory?

Mr. Bremerman: Yes, sir.

Mr. Sheean: At page 286 is shown "Proposed Article 8. Held away from Home Terminals. Engineers and firemen held at other than home terminal (including rest period) will be paid continuous time for all time so held, after the expiration of 15 hours from time relieved from previous duty, at the rate per hour paid for the last service performed; less than one hour not to be paid for."

Have you assembled in connection with this the provisions which pertain to the subject of "Held away from home terminals"?

Mr. Bremerman: Yes, sir.

Mr. Sheean: There has been no effort, or has there been an effort to make any summary as to uniformity as to what the rules were?

Mr. Bremerman: As to the specific provisions of the different rules in the West, we have covered it in the summary, merely by the summary that there are provisions in a certain percentage of the mileage.

Mr. Sheean: But what particular provision there is would appear from the schedules themselves?

Mr. Bremerman: And the details on page 287.

Mr. Sheean: In by far the greater part of the mileage in Western territory, there is no provision in the schedule specifically covering the matter of "Held away from home terminal"?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And in the East and Southeast, in substantially all of both the territories whose mileage is here shown,

there are provisions which cover the matter of being held away from home terminals?

Mr. Bremerman: Yes, sir, for some branch of the service in all territory.

Mr. Sheean: Now, just briefly give us from the detail the manner in which the subject of being held away from home terminals is covered, what the provisions are?

Mr. Bremerman: Page 287, engineers, Western territory, the Canadian Northern Article 12 reads:

"After expiration of eighteen hours, engineers on unassigned runs, held away from home terminal, will be paid minimum passenger rates for each hour up to nine hours, and thereafter for the last nine hours of each succeeding twenty-four hours so held. The eighteen hours, as above mentioned, must be in excess of any time occupied in taking rest that was booked. Does not apply if due to blockades or will it include Sundays. Enginemen will not be required to make more than two turn-arounds before being returned to home terminal."

The Duluth, Winnipeg & Pacific appears to be the same except as to the last sentence just read.

Mr. Sheean: The Ft. Worth & Denver City seems to have a provision—

Mr. Bremerman: "Engineers held away from home terminals, after required rest is up, shall receive one day's pay, after being held twenty-four hours, for each additional twenty-four hours, or less, or deadheaded home, rate to apply as per class of engine handled."

Mr. Sheean: Now, all of the provisions on this subject which appear in Western schedules are shown on page 287?

Mr. Bremerman: Except as to held for snow plow, and messenger service, and some other arrangements for a special service other than the pool freight and passenger.

Mr. Sheean: And those special services you have not attempted to show here?

Mr. Bremerman: No, sir.

Mr. Sheean: Now, in the Eastern territory, where they have 90 per cent of the mileage covered by some provisions concerning held away from home terminal, just give us what the provisions in the Eastern territory are?

Mr. Bremerman: 73 per cent take the rule that "En-

gineers in unassigned freight service held 28 hours at other than designated home terminals without performing service, are to be paid overtime rates as follows: 10 hours for the first 28 hours so held, and 10 hours additional overtime for each complete 24 hours so held thereafter, provided that this regulation does not apply to engineers delayed by reason of compliance with the law, or obstruction of the line through act of Providence."

Mr. Sheean: Now, Mr. Bremerman, your summary at page 286, in which you relate to the proposal here the Eastern territory, in which you show provisions covering engineers held away from home terminals, might, at the first glance, be considered as showing that provisions in Eastern territory were similar in their actual operation to the request here made. You have, without reference to the differences as to the time or the differences of methods of payment, simply assembled the rules which cover the matter of being held away from home terminals.

Mr. Bremerman: Yes, sir; the summary of these detailed sheets would be very little smaller than the detailed sheets themselves, and practically, I suppose, we could have omitted this summary. It only shows the relative proportions of the mileage.

Mr. Sheean: In the part you have just read here as being in force on 73 per cent of the mileage in Western territory, the rule, as you read it, pertains apparently only to engineers in unassigned freight service?

Mr. Bremerman: Yes, sir.

Mr. Sheean: While the request here, as made, applies to all classes of service?

Mr. Stone: Pardon me, Mr. Sheean. You said Western territory; you mean Eastern territory?

Mr. Sheean: Eastern territory, yes, sir.

Mr. Bremerman: I would understand from the proposal which says "Engineers and firemen" that it would mean with no qualification. I do not know as to the exact application.

Mr. Sheean: But in the language quoted here, there is no limitation to it, if unassigned freight service, as to the rule in the East you have read?

Mr. Bremerman: No, sir.

Mr. Sheean: The rule in the East you have read, being in effect on 73 per cent of the mileage there, provides for payments

when they are held 28 hours at other than designated home terminal, while the request here is after the expiration of 15 hours?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, what other rules do you find in Eastern territory? Well, they are varied and small in percentage, apparently, as shown at page 288?

Mr. Bremerman: Yes, sir.

Mr. Sheean: The large percentage of 73 per cent is the rule you have just given, and as to firemen—

Mr. Bremerman: Practically 82 per cent take the following rule, as shown on page 288: "Firemen in pool freight and in unassigned service held at other than home terminal, will be paid continuous time for all time so held after the expiration of eighteen hours from time relieved from previous duty, at the rate per hour paid him for the last service performed. If held fourteen hours after the expiration of the first twenty-eight hour period, he will be paid continuous time for the next succeeding ten hours, or until the end of the twenty-four hour period, and similarly for each twenty-four hour period thereafter. Should a fireman be called for duty after pay begins, his time will be computed continuously."

Mr. Sheean: Now, in the Southeastern territory, where there are provisions of some sort covering schedules—there are provisions of some sort covering the matter of held away from home terminals. Will you give us that, if you please?

Mr. Bremerman: 87½ per cent as to engineers carry the rule: "Engineers held at other than home terminal, paid ten hours for the first twenty-eight hours and ten hours for each twenty-four hours held thereafter. Does not apply to men delayed by reason of compliance with the law, delayed on account of line obstructed by act of Providence, nor to men on assigned runs."

Mr. Sheean: Now, as to firemen, what is the preponderating rule in Southeastern territory?

Mr. Bremerman: The largest single item is 39½ per cent, which takes the same rule that I just read. Of course, approximately 37 per cent we have no schedules covering.

Mr. Sheean: So that the preponderating rule, both as to engineers and firemen in the Southeast, is to pay ten hours for

the first 28 hours and ten hours for each 24 hours held thereafter?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And not applicable to men on assigned runs, or not applicable where the delay is due to an act of Providence or because of compliance with the law.

Mr. Bremerman: Yes, sir.

Mr. Sheean: At page 290 you have proposed Article IX, on the subject of "Deadheading—Engineers and firemen deadheading on company business shall be paid the same rate and on the same basis as the engineer and fireman on the train on which deadheading. Rules in individual schedules governing minimum day and other conditions to apply." The summary here shows what, Mr. Bremerman?

Mr. Bremerman: Compares the present rules covering deadheading in the three territories for both engineers and firemen, as related directly to the proposal to pay the same rate, and on the same basis as the engineer and fireman on the train on which deadheading. In the West, as to engineers, 6 per cent pay the same rate as engineer pulling train.

Mr. Sheean: And how many in the East pay in that way?

Mr. Bremerman: 2 per cent.

Mr. Sheean: And in the Southeast?

Mr. Bremerman: 32 per cent the same as the engineer on the train on which deadheading; 5 per cent one-half of the rate of the engineer of the train on which deadheading, 2 per cent of which pays the full rate, if not used again in 18 hours; 31 per cent pay the same rate as engineer pulling train when deadheading on freight train, for the distance traveled.

Mr. Sheean: Coming back to the West, the large item is varied, rates and rules governing deadheading?

Mr. Bremerman: Yes, sir.

Mr. Sheean: 92 per cent in the East—97 per cent varied rates and rules governing deadheading, and in the Southeast, 31 per cent have varied rates and rules?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Substantially the same thing as to firemen in the territories as there is with reference to engineers?

Mr. Bremerman: With the usual percentage of variations, yes.

Mr. Sheean: Now, will you just give us, please, Mr. Bremerman, some of the examples to illustrate the different manners in which deadheading is provided for, in different schedules? Take the West first.

Mr. Bremerman: Page 291, Deadheading—Engineers. Denver & Rio Grande provides that on company business they pay the same rate as engineer handling train on which deadheaded, no overtime minimum of one-half day. Can be combined.

Mr. Sheean: What do you mean by “can be combined”?

Mr. Bremerman: I understand the schedule provision that the deadheading service can be combined with full service in the computing of the time. That is my understanding of that phrase.

Mr. Sheean: That is, a person deadheading out a short distance and taking a train in, would be in continuous service; could combine the deadhead trip with the trip of the train that he brought in?

Mr. Bremerman: Yes, the two could be combined, but it would be under the schedule provisions that are not shown in full here.

Mr. Sheean: I did not mean necessarily to say under continuous time, but that you could combine the deadheading trip with the trip on which he brought in the train?

Mr. Bremerman: In the computation.

Mr. Sheean: That is, there would not be, necessarily, two different classes of service, or two minimum pays, or anything of that sort. Now, give us some of the other examples, how they differ on different roads, in matter of deadheading?

Mr. Bremerman: Well, the Santa Fe, Eastern and Western Lines, pay actual mileage at $2\frac{1}{2}$ cents per mile, not to be combined with other service. The Santa Fe, Coast Lines, $3\frac{1}{2}$ cents per first 100 miles and $1\frac{3}{4}$ cents per mile for miles in excess of 100. Canadian Pacific, on company business, 200 miles or less, minimum passenger rate applied to actual mileage; in excess of 200 miles, $\frac{1}{2}$ minimum passenger rates. Minimum day allowed at minimum passenger rate, but can be combined with other service to extent of 10 hours. The Alton pays $4\frac{1}{4}$ cents per mile. North Western, $\frac{1}{2}$ actual mileage at 4.4 cents per mile. Can be used to make up constructive mileage.

Burlington, 2.4 cents per mile, in connection with passenger service and lone engine service; 4.8 cents per mile in connection with freight service. Other classes services, 2.4 cents per mile on passenger trains and 4.8 cents per mile on freight trains. Milwaukee, Eastern Lines, full mileage at one-half rate on passenger trains; full mileage at full rates on freight trains, with minimum of 100 miles, if no other service performed. If hours exceed miles, hours are allowed. If deadheading on freight trains, will be paid initial terminal delay time, same as crew they are deadheading with. Temporary transfers to Foreign Division paid at rate of \$4.70. Mileage and other conditions above to apply.

Mr. Sheean: Well, all of the various provisions in Western territory, as to engineers, are shown at page 291?

Mr. Bremerman: Yes.

Mr. Sheean: And as to firemen in Western territory, the variety of provisions and variety of manners of handling deadheading is shown?

Mr. Bremerman: Yes, sir. It was found impracticable to try to draw it up in a summarized form.

Mr. Sheean: Practically all the roads, I judge from this, have some provision pertaining to the matter of deadheading—treated as a special subject?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Page 293 shows the same information as to the Eastern territory?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Do you find a like dissimilarity as to the manner in which deadheading is paid?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Any particular road or roads there, Mr. Bremerman, that will illustrate the differences in practice as to deadheading?

Mr. Bremerman: Well, the Baltimore & Ohio, "Deadheading under orders on freight trains, their full rate. On passenger trains, one-half the regular rate."

Boston & Maine, "One-half mileage allowed for deadheading except that at least 100 miles will be allowed when this is the only service performed during the day."

Delaware & Hudson, "When deadheading one-half mileage

made in their class will be allowed on passenger trains, and full mileage on freight trains."

I am picking just some of the shorter ones.

Pennsylvania Lines, East, "Freight engineers running light or deadheading on another freight train allowed full time. On passenger trains, one-half time and mark up on arrival. Passenger engineers running light or deadheading allowed full time."

Mr. Sheean: Firemen in Eastern territory are shown at 294?

Mr. Bremerman: Yes, sir.

Mr. Sheean: The same impracticability of trying to summarize or assemble in the East that you found in the West, under classifications of rules?

Mr. Bremerman: Yes; the thought was that the summary would be little, if any, shorter than the details themselves.

Mr. Sheean: Now, the Southeast is shown at page 295, as to both engineers and firemen?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Give us a few examples of the way in which the deadheading subject is handled in the schedules in the Southeast.

Mr. Bremerman: Well, the first one, the Alabama Great Southern, as to engineers and firemen: "Engineers or firemen deadheading less than one hundred miles will be allowed a minimum of fifty miles at through freight rates if required to deadhead on passenger trains and a minimum of one hundred miles at through freight rates if required to deadhead on freight trains, provided that other service is not required of them within nine hours after deadhead trip is completed, the nine hour maximum not to apply when they reach home terminal; if other service is required within nine hours after the completion of deadhead trip they shall be paid specified rates (engineers 4.25 cents, firemen 2.50 cents per mile, if deadheaded on passenger trains; 5.15 cents, firemen 3.10 cents per mile if deadheaded on freight trains) for actual miles made when deadheading and shall receive at least a minimum day's pay for service for which called after completion of deadhead trips, deadhead trips to be paid for independently of service trips. When for any reason engineers or firemen lay off they will not be allowed to deadhead

to their engines until three days after laying off; engineers or firemen deadheading to or from engines under such conditions will not receive pay for such deadhead trips."

Atlanta & West Point: "Engineers deadheading over the road on company's business will be paid one-half the rate of engineers of the train on which they are traveling."

Atlanta, Birmingham & Atlantic: "Engineers deadheading over the road on Company's business will be paid one-half the rate which the engineer of the train on which they travel is paid, provided such engineers are called to go out on a run within ten hours after arrival at terminal; if not, he will receive a minimum day's pay for the deadhead trip."

Mr. Sheean: In the Southeast, also, you have simply set out the schedule provisions of the different roads?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Both as to engineers and firemen; pertaining to the subject of deadheading?

Mr. Bremerman: Yes, sir.

Mr. Byram: This exhibit of the proposed rules seems to say that this deadheading will be paid at the same rate and on the same basis as the engineer and fireman on the train on which deadheading. Do you find that these provisions in the schedules of these various roads generally provide that the basis of payment shall be the same?

Mr. Bremerman: Generally speaking, it provides the rate.

Mr. Byram: The rate only?

Mr. Bremerman: Yes, I just read one—

Mr. Byram: And it specifies the conditions under which that rate shall be applied?

Mr. Bremerman: Yes, sir.

Mr. Byram: As distinguished from the basis of pay of the crew in service?

Mr. Bremerman: Yes. There may be an exception to that, but where it is paid it is ordinarily the same rate, that is so mentioned in the schedule.

Mr. Byram: The same rate?

Mr. Bremerman: Yes.

Mr. Byram: But not the same basis?

Mr. Bremerman: It does not say the same basis in that rule.

Mr. Sheean: But speaking broadly, Mr. Bremerman, the matter of deadheading is generally covered by some provision in the schedule?

Mr. Bremerman: Oh, I think so, with the exception, perhaps, of terminal companies; and, some of those have deadheading provisions.

Mr. Sheean: That is, that is made a separate subject for treatment in the schedules?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Both as to the basis and rate, and manner of payment?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Page 296, in connection with proposed Article 10, Hostlers, "At points where an average of six or more locomotives are handled within twelve hours, day or night, hostlers shall be maintained." Just what have you assembled in connection with that part of proposed Article 10?

Mr. Bremerman: Page 296 covers that part which relates to provisions for the maintenance, or providing of hostlers, at certain points; and their duties in a general way.

Mr. Sheean: And at page 297, what is assembled?

Mr. Bremerman: At page 297, the rates as found in the schedules where mentioned, for hostling service.

Mr. Sheean: Assembled in connection with the proposed request as to the Hostler's rate?

Mr. Bremerman: Yes, sir; also the meal hour regulations on page 297.

Mr. Sheean: Then, at page 296, as to that part of the proposal which says that "At points where an average of six or more locomotives are handled within twelve hours, day or night, hostlers shall be maintained," give us, if you please, the result of information obtained from the schedules on provisions that bear any relationship to that?

Mr. Bremerman: On 48 per cent of the mileage the schedules provide that hostlers shall receive and deliver engines on designated track.

On 10 per cent, engines will be taken to and from trains, at terminal points by hostlers, except specified points.

13½ per cent, hostlers shall receive and deliver engines on designated track, and where engineers are required to house

engines or take them out of roundhouse shall be allowed 5 miles for each move.

9.8 per cent, no provision. Other smaller items appearing.

Mr. Sheean: I note as to Western territory, you have no heading "Where maintained," as you have under Eastern territory and Southeastern territory.

Mr. Bremerman: No.

Mr. Sheean: Under the heading, in Eastern territory, "Where Maintained," what is the situation?

Mr. Bremerman: There was found in the schedules on 5 per cent of the mileage, the provision that hostlers would be maintained at points where 8 or more engines put up.

5.5 per cent at terminals and changed as conditions may require. Otherwise, no provision.

Mr. Sheean: In the Southeast, under the heading "Where Maintained," what is the situation?

Mr. Bremerman: 78 per cent at points specified in local agreements.

7 per cent at relay points.

8 per cent at main line terminals or division terminals.

Mr. Sheean: What is the situation in the East as to the maintenance, or the providing, rather, of hostlers to handle passenger trains between depot and roundhouse, and receive and deliver all engines on designated track?

Mr. Bremerman: 52 per cent of the mileage carries the provision that hostlers will handle passenger engines between depot and roundhouse and will receive and deliver all other engines on designated track.

7 per cent, when firemen act as hostlers will receive highest rate of road pay.

5 per cent, hostlers will take engines to and from trains at terminals, except specified points agreed upon.

Mr. Sheean: In the Southeast, what is the situation?

Mr. Bremerman: 24 per cent, hostlers will receive engines on all trains and deliver engines on designated track.

21½ per cent, hostlers' duties at specified points include helping and switching?

15 per cent, hostlers will not be used outside yard limits, or to break in engines.

12.7 per cent, no definition of hostlers' duties.

Mr. Sheean: Now, on page 297, Mr. Bremerman, what is the showing as to the rates now found, in comparison with the rates requested?

Mr. Bremerman: Well, there is a wide variation there, or a large number of rates. Would you care to have me read them all, or give the range?

Mr. Sheean: No, just the spread as shown in Western territory.

Mr. Bremerman: In monthly rates from \$80.00 days and \$85.00 nights, to \$97.50, day or night. Daily rates range from \$2.50 per day and \$2.65 per night to \$3.35, day or night.

Mr. Sheean: Mr. Bremerman, as to this part of your exhibit, I understand the information here assembled is simply the schedule information obtainable either from the engineers' or firemen's schedules?

Mr. Bremerman: Those are the rates shown that will be paid hostlers, when used, in the schedules.

Mr. Sheean: In other words, on the roads where engineers and firemen have been given jurisdiction, as you stated, or as it is stated in railroad circles, in the matter of hostlers, do you show the hostlers' rates of pay?

Mr. Bremerman: We show it also where the schedule provides a rate if they are used.

Mr. Sheean: If they are used?

Mr. Bremerman: Yes, sir.

Mr. Sheean: But only the schedule information is contained here?

Mr. Bremerman: Yes.

Mr. Sheean: Now, in the Eastern territory, what is the situation as to rates of hostlers?

Mr. Bremerman: 48 per cent, "Road Hostlers \$3.25, assistant road hostlers \$2.50, hostlers \$2.40 per day of 10 hours or less."

1.4 per cent "Road hostlers, \$3.25, hostlers \$2.40 per day."

7 per cent "Road Hostlers \$2.40 and hostlers \$2.15 per day of 10 hours or less. Engineers \$3.75 per day."

6.2 per cent, "Extra firemen will be used as hostlers. When necessary to use regular assigned firemen paid not less than his regular earnings."

Mr. Sheean: As to rates in the Southeast, of hostlers.

Mr. Bremerman: 3.4 per cent, "\$80.00 days, \$85.00 nights, per month."

Daily rates, running from \$3.25 per day for road hostlers, \$2.50 per day for assistant road hostlers, and \$2.40 per day for hostlers to \$2.80, \$3.00, \$3.10, \$3.25, \$3.35 per day, or \$115.00 per month.

16 per cent, "Engineers required to perform hostling duty paid rate of 60 cents per hour. No regular hostler's rate shown."

Mr. Sheean: Now, as to meal hours in the different territories. What generally speaking is the situation?

Mr. Bremerman: 48 per cent make no provision regarding meal hours, and 24 per cent no provision in schedules covering hostler service. 5 per cent show meal hours between 11 and 2; 5 per cent between 11:30 and 1:30; 3/10 of one per cent between 11 and 1; 5 per cent the sixth hour. Those are the larger items.

Mr. Sheean: And in the Eastern territory?

Mr. Bremerman: 2 per cent between 11 and 2, and if worked paid one hour and allowed 30 minutes for meal. 4 per cent "if work meal hour paid therefor." 72 per cent "No mention of meal hours in schedules."

Mr. Sheean: The Southeastern territory as to meal hours?

Mr. Bremerman: 5 per cent meal hours assigned between 11 and 2. 21 per cent, commencing between 11:30 and 12:30. If worked, paid 1 hour and given 30 minutes for meal. Not required to work longer than 6 hours without time to eat. 62 per cent no meal hour shown.

Mr. Shea: Mr. Bremerman, does this represent or refer to the engineers' schedules or the firemen's schedules, or both?

Mr. Bremerman: Both.

Mr. Shea: Now, taking the East, I see you show 20 per cent of the total mileage have no provisions in the schedule in regard to the rates of pay for hostlers?

Mr. Bremerman: Yes, sir.

Mr. Shea: What are a few of those roads that make up that 20 per cent?

Mr. Bremerman: The Michigan Central, the Pennsylvania Lines West—

Mr. Shea: Does not the Michigan Central have a rule, page 305?

Mr. Bremerman: Michigan Central? Yes, you are correct. The same as the B. & O. They have a rule. That is all. That looks as though it were wrong. I think that ought to be corrected.

Mr. Sheean: Take the Monon. I was just glancing at it, Mr. Bremerman, the Chicago, Indianapolis & Louisville: "When firemen are required to act as hostlers or watch engines at terminals, they shall receive highest rate of road pay, excluding Mikado rate." Now, there is no rate carried out there, and apparently no provision except when fireman does certain work.

Mr. Bremerman: Well, that shows in the summary on page 297, that same provision. So, it is not in the 20 per cent. That is what you want to ask for, is it not?

Mr. Shea: Yes.

Mr. Bremerman: That will have to be checked closer. It looks offhand as though there was an error there.

Mr. Sheean: Let me follow it and see if I can get it clear. Would that provision of the Monon give a hostler a rate?

Mr. Bremerman: It pays "Highest road rate."

Mr. Sheean: Well, where a fireman does any hostling work.

Mr. Bremerman: We are showing what he is paid. It is done in the West and the East. The provision calls for it. In the West, it shows what they are paid if they perform hostlers' work.

Mr. Sheean: What firemen are paid?

Mr. Bremerman: Yes, or engineers.

Mr. Sheean: Yes, engineers or firemen. But is not that provision simply that when a fireman or an engineer does hostler work, that fireman or that engineer shall get that rate, and does not provide what the hostler shall get, when they have a hostler to do the hostler work.

Mr. Bremerman: Yes, that is true.

Mr. Sheean: Well, in all of the information that you have assembled here then on page 297, you have included in this 48 per cent showing rates, what an engineer or a fireman would get if he did hostler work?

Mr. Bremerman: Or a hostler.

Mr. Sheean: Or a hostler?

Mr. Bremerman: An engineer or fireman or a hostler.

Mr. Sheean: Well, I understand, Mr. Bremerman, on page 305, you show, of course, certain specific rates for hostlers which would apply for all hostlers?

Mr. Bremerman: Yes.

Mr. Sheean: Then, as to the Monon here that I just called attention to. If you called upon a fireman to do hostler work, that fireman would receive road pay, but that does not mean, does it, that all hostlers on the Monon would be paid a fireman's rate?

Mr. Bremerman: No, sir.

Mr. Sheean: And so as to these others shown on page 305, you have extended the rates which are specifically applicable to hostler work, whether performed by a fireman, an engineer or by a hostler—by any person?

Mr. Bremerman: Yes, sir.

Mr. Sheean: By any person?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Those are the specified hostler rates?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, in addition to that, an engineer or fireman, if called upon to do hostler work in certain schedules, has provision made for his pay?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Which is not specially applicable to hostlers who are assigned to hostler duty?

Mr. Bremerman: Well, we showed the present schedule provisions when hostling service is performed either by hostlers or by engineers and firemen.

Mr. Sheean: Yes, where hostling service is performed, and carries a particular rate, that, of course, would apply to any one, but as I read this Monon rule, "When firemen are required to act as hostlers or watch engines at terminals, they shall receive highest rate of road pay, etc.?"

Mr. Bremerman: Yes, sir.

Mr. Sheean: But that would not preclude the Monon having all of its hostling work done by anyone it saw fit to have it done by?

Mr. Bremerman: No, sir.

The Chairman: Have you any other rule on that subject?

Mr. Bremerman: No, sir.

Mr. Sheean: You have given the spread in meal hours in these three different territories?

Mr. Bremerman: Yes, I think that covered it.

Mr. Sheean: And the detail of that is shown on these later pages to which you have just referred?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, proposed Article 10, "Hostling positions shall be filled from the ranks of the firemen, and they shall be paid \$3.35 per day of ten hours or less; provided, that where hostlers are required to make main line movements, they shall be paid \$4.75 per day of 10 hours or less, overtime in each case to be computed on the minute basis and paid for at the rate of time and one-half." What information have you assembled for comparison with that part of the proposed request?

Mr. Bremerman: The present basis of day's work and of overtime rate.

Mr. Sheean: Have you attempted to assemble or ascertain from the schedules for comparison, any schedule provision similar to or related to the statement, "Hostling positions shall be filled from the ranks of firemen."

Mr. Bremerman: Page 299 covers that, Mr. Sheean.

Mr. Sheean: 298 then compares the part of that request which pertains to the basis of the day's work, and to the payment of overtime?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And page 299 makes comparison of that part of the request which pertains to "Positions, How Filled."

Mr. Bremerman: Yes, sir.

Mr. Sheean: Stating that hostling positions shall be filled from the ranks of firemen?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Taking 298 first, then, what is the situation as to the basis of day's work in Western, Eastern and South-eastern territory?

Mr. Bremerman: 67 per cent, 12 hours or less.

Mr. Sheean: In the Western territory?

Mr. Bremerman: In the West. In the East, 55 per cent, 10 hours or less. In the Southeast, 21½ per cent, 11 hours or less; 20 per cent, 12 hours or less; 47 per cent, no daily basis shown.

Mr. Sheean: Now, Mr. Bremerman, that 10 hours or less, and 12 hours or less, how much actual difference in the spread of time between the time that a man goes to work in the morning and the time that he is off in the evening, is there between this 10 hours or less and this 12 hours or less?

Mr. Bremerman: Two hours.

Mr. Sheean: The 12 hours here enumerated is the 12 hours, with one hour—is that 12 actual working hours? You had here yesterday a day of actual 10 hours. That is of 12 hours or less. The day of actual working hours?

Mr. Bremerman: I understand it has 12 actual working hours.

Mr. Sheean: And the 10 hours or less is the day of 10 actual working hours?

Mr. Bremerman: Yes, sir.

Mr. Sheean: The provision with reference to meal hours, wherever it obtains, as enumerated before, may change the number of hours that are paid for in accordance with the provisions?

Mr. Bremerman: Yes, sir. Where they have the provisions for pay if not given.

Mr. Sheean: Now, what is the basis of paying overtime in the different territories?

Mr. Bremerman: In the West, 10 per cent specify a pro rata rate; 5 per cent 25 cents; varying other rates, with small percentages. That is hourly rates. 44 per cent make no provision for the overtime rate in the schedule. 24 per cent make no provision for the hostler service.

Mr. Sheean: But as shown in the previous part, the limitation of the hours, the twelve hours or less on the majority and ten hours or less on the small percentage is specifically provided for.

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, in the East what is the basis of overtime?

Mr. Bremerman: 28½ per cent pro rata; 4 per cent, 27 cents per hour.

Mr. Sheean: And in the Southeast?

Mr. Bremerman: 16 per cent pro rata, and about 32 per cent running from 25 cents to 35 cents. No rate shown for overtime on 45 per cent.

Mr. Shea: Take this Western territory, Mr. Bremerman. "No provision in schedule for the payment of overtime." Is that what that conveys?

Mr. Bremerman: That 44 per cent?

Mr. Shea: Yes.

Mr. Bremerman: Yes.

Mr. Shea: Would that indicate that they do not allow overtime in case they did work longer than a day's work?

Mr. Bremerman: I don't know as to that, Mr. Shea. We have shown what we have found in the schedules. I could not tell.

Mr. Shea: Well, that would seem to indicate that, would it not?

Mr. Bremerman: Well, I would not want to make that inference here. I am showing just what I found in the schedule.

Mr. Sheean: Is there any difference between what you have there of "No provision in schedule," as to Western territory 44 per cent; "no mention in schedules," 46 per cent in Eastern territory; and "No rate" shown, on 45 per cent in South-eastern territory?

Mr. Bremerman: They all mean the same. They did use different language there, however.

Mr. Sheean: There is no deduction drawn from the absence of any specific provision, but you simply set out that the payment of overtime is not specifically provided for?

Mr. Bremerman: The rate, no, sir; in the schedule.

Mr. Sheean: Proposed Article 10, Positions, How Filled, page 299. What is set forth in the three territories in that respect?

Mr. Bremerman: In the Western territory the first item shows 55 per cent of the schedules have provisions covering regular hostling positions.

43 per cent, agreements do not cover regular hostling positions.

44 per cent, firemen legislate for hostlers, as shown by the rules in the schedules.

9 per cent, either engineers or firemen legislate for hostlers.

43 per cent, no provision as to that particular phase.

25 per cent, the schedules provide that hostler's position is filled from the ranks of firemen.

27 per cent, from the ranks of either engineers or firemen.
2 per cent, the hostler's position and rate in both engineers' and firemen's schedule but no mention of how filled.

43 per cent do not provide how the positions shall be filled.

Mr. Sheean: In the Eastern territory, what is the situation?

Mr. Bremerman: Either engineers or firemen legislate for hostlers, 12 per cent.

63 per cent, firemen legislate for hostlers.

No provision in schedules, 24 per cent.

3 per cent, hostlers' positions filled from ranks of firemen.

96 per cent, no provision as to how the hostlers' positions are filled.

Mr. Sheean: And in the Southeast?

Mr. Bremerman: 25.9 per cent hostlers' positions filled from ranks of firemen.

69 per cent, no provision as to filling positions.

Mr. Sheean: When you speak in this summary, of firemen legislating for hostlers, you mean by that, as I understand it, Mr. Bremerman, that you find in firemen's schedules, in that percentage, provisions pertaining to hostlers?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And from the fact that in the firemen's schedules provision is made with reference to hostlers, you summarize that as showing that the firemen on that particular road legislate for hostlers?

Mr. Bremerman: That they represent the hostlers.

Mr. Sheean: That they represent the hostlers?

Mr. Bremerman: Yes, sir.

Mr. Sheean: The term, I think, is generally understood. That is a common term, is it not, Mr. Stone, the term that "Firemen legislate for hostlers," or "engineers legislate for hostlers"? It simply means that the schedule of the firemen contains provisions concerning hostlers, does it not?

Mr. Stone: It simply means that that organization makes the working agreement for that class of service.

Mr. Sheean: And the term "legislate" is well understood, I think, in dealings between the railroads and the men as to what it means?

Mr. Stone: It is with us, at least.

Mr. Sheean: Yes. I wanted to just make clear why that term was used in that way.

In the use of that term throughout, Mr. Bremerman, you have simply extended these percentages in accordance with whichever schedule you found provisions in?

Mr. Bremerman: Yes, sir; it would indicate to us that one organization represented that class of service.

Mr. Sheean: So, in Eastern territory, where you say there "Either engineers or firemen legislate for hostlers," you find in both the engineers' and firemen's schedules on a certain number of roads, provisions pertaining to hostlers?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And, if found in both schedules, both organizations are recognized as dealing with and representing the hostlers?

Mr. Bremerman: That is the way we understood it, in making the compilation.

Mr. Sheean: Now, the detail as to hostlers is shown at what pages, Mr. Bremerman?

Mr. Bremerman: Pages 300, 301, for the West; 302 in another form supplementary to 300 and 301.

Mr. Sheean: Now, on page 302, you have, as columns across the page, the information which you extended in the summary there, showing on what roads firemen legislate for hostlers; on what roads either engineers or firemen legislate for hostlers; on what roads the hostler's position is filled from the ranks of the firemen; and on what roads the hostler's position is filled from the ranks of either engineers or firemen?

Mr. Bremerman: Yes, sir, as we found them from the schedules.

Mr. Sheean: At page 303 the detail on the different roads of the rates which you have summarized heretofore, is set forth?

Mr. Bremerman: Yes, sir, for the Western territory; meal hours, basis of a day's work, and rates of pay. Also the over-time rates where they are shown.

Mr. Sheean: At page 304, the same information as to Eastern roads?

Mr. Bremerman: In the Engineers' schedule, yes, sir.

Mr. Sheean: And page 305, the same information as given in the firemen's schedules?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Then, summarized in the same manner as you did for the West, at page 306, you show the roads on which hostler's positions are filled from the ranks of firemen, and the roads on which hostlers' positions and rates are carried in both engineers' and firemen's schedules, and so forth?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Page 307, as to Southeastern territory, by roads?

Mr. Bremerman: Yes, sir. Page 308, the firemen in Southeastern territory, as to hostling.

Mr. Sheean: At page 309, proposed Article 11, as to surprise tests, you find no schedule rules in any of the territories?

Mr. Bremerman: No, sir, none.

Mr. Sheean: At page 310, assistance for firemen. The part of proposed Article 12 which provides for coal of the proper size for firing purposes to be placed on tenders, and kept where it can be reached by firemen from the deck of the locomotive, what have you caused to be compared with or assembled in connection with that part of proposed Article 12?

Mr. Bremerman: The two phases, shoveling coal ahead on engines, or, in other words, keeping it where it can be reached by fireman; and coal of proper size.

As to Western territory, as to shoveling coal ahead, no provision appears in the schedules of 98 per cent of the mileage. In the Eastern territory firemen are not required to shovel coal ahead on engines on 33.7 per cent of the mileage.

7 per cent not required to shovel coal ahead on engines at points where no coaling station is located.

1 per cent not required on engines at specified points.

Mr. Sheean: In the Southeast, what is the situation?

Mr. Bremerman: In the Southeast 1.9 per cent not required to shovel coal ahead.

3 per cent not required to shovel coal ahead on passenger runs at specified points.

7 per cent specifies that the present practice shall be continued at certain points.

27 per cent, not required to shovel coal ahead at terminals or points where enginehouse force is maintained.

Mr. Sheean: The second part of this proposed Article 12,

that "Coal of the proper size for firing purposes will be placed on all tenders," what is the situation in the West, East and South, in that respect, now?

Mr. Bremerman: 75 per cent, in the West, provide that coal will be broken to proper size before placed on tenders.

3.8 per cent, not required to crack coal over 10 pounds in weight.

1 per cent, very large lumps will be broken.

4.8 per cent, coal will be broken to reasonable size for road engines.

No provision, 12 per cent.

In the East, 8.7 per cent, coal will be broken to proper size before placed on engines.

91 per cent, no provision in schedules.

5 per cent in the Southeast provide that coal will be broken to proper size before placed on engines.

3 per cent, the same at specified points.

No provision, 53 per cent.

Mr. Sheean: Speaking broadly then, on these two requests embodied here in the one article, in the East and South a greater percentage of the mileage makes provision that firemen shall not be required to shovel coal ahead, than is made in the West; while the West makes provision on a very much larger percentage of the mileage than is true in the East and South, that coal will be broken to the proper size?

Mr. Bremerman: Yes, sir.

Mr. Sheean: I assume you have not made any effort to try and ascertain on what roads the two provisions which are embodied in this one article are combined.

Mr. Bremerman: No, sir, they are separated.

Mr. Sheean: Or as to whether or not one road would have the same provision and another road have the other provision?

Mr. Bremerman: No, sir, not in any statement form embodied here.

Mr. Sheean: Not in any statement form?

Mr. Bremerman: No, sir.

Mr. Sheean: At page 311, of proposed Article 14, Cleaning of Locomotives, "On railroads where firemen are required to clean locomotives, they shall be relieved of such service," what do you find in that respect in the three territories?

Mr. Bremerman: 93 per cent relieve firemen of all cleaning of engines, in the West.

.18 per cent require firemen to keep engines clean above running board.

1.8 per cent, relieved of all cleaning except to clean inside cabs on switch engines.

.5 per cent not required to scour brass, but will keep boiler-head, jacket, cab and cab windows clean.

Mr. Sheean: Now, in the Eastern territory?

Mr. Bremerman: 13 per cent not required to clean engines.

5 per cent not required to clean engines, except on switch engines, and work train engines away from home, firemen clean above foot board and inside and outside of cab.

Mr. Sheean: And in the Southeast?

Mr. Bremerman: 10 per cent not required to clean engines.

25 per cent not required to clean engines at terminals or points where engine house force is maintained.

3 per cent not required to clean engines at specified points.

Mr. Sheean: The part of proposed Article 14, set out at page 312, Setting up wedges, filling grease cups and cleaning headlights; you make a comparison there territorially as to each of those three items, setting up wedges, filling grease cups and cleaning headlights?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, taking them up one by one; or, rather, going across the page by territories, what is the situation as to setting up wedges?

Mr. Bremerman: 44 per cent of the engineers are not required to set up wedges at terminals or points where shop force is, or where Company has facilities for doing the work.

5 per cent not required to set up wedges.

Mr. Sheean: This is in the West?

Mr. Bremerman: Yes. 4 per cent not required to set up wedges at specified points.

43 per cent, no provision in schedules regarding setting up wedges, in the West.

Mr. Sheean: Now, in the East?

Mr. Bremerman: In the East, 16.8 per cent not required

to set up wedges at terminals or points where there is shop force or facilities for doing the work.

3 per cent not required to set up wedges.

Mr. Sheean: And in the Southeast?

Mr. Bremerman: 23.5 per cent not required to set up wedges at terminals or points where there is shop force or facilities for doing work.

Mr. Sheean: No provision in schedules as to the remainder. That does not mean anything as to what the practice is or is not on any road?

Mr. Bremerman: Schedule only.

Mr. Sheean: Except as shown by the schedule?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, as to the second item, just in a general way, filling grease cups.

Mr. Bremerman: Filling grease cups, in the West, as to engineers, 44.6 per cent not required to fill grease cups at terminals or points where there is shop force or where company has facilities for doing the work.

Mr. Sheean: That is the largest single item?

Mr. Bremerman: In the East, 37 per cent the same provision; 11 per cent practically the same.

Mr. Sheean: And in the Southeast?

Mr. Bremerman: In the Southeast, 13 per cent not required to fill grease cups at specified points.

16 per cent not required at points where there is shop force or facilities for doing work.

24 per cent has that same provision, and adds "This also applies to turn-around points."

Mr. Sheean: Now, as to the cleaning of headlights in the West, 43.6 per cent not required to clean headlights at terminals or points where there is shop force or where company has facilities for doing the work?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And in the East, 55 per cent, not required to clean headlights at terminals or points where there is shop force or facilities for doing the work?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And in the Southeast, 3.5 per cent not re-

quired to clean headlights at terminals or points where there is shop force or facilities for doing the work?

Mr. Bremerman: Yes, sir.

Mr. Sheean: The same information is extended as to firemen in the territories, across this same page, so far as schedule provisions relate to that subject?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Page 313, the matter of placing of supplies on locomotives; that has been assembled in just the same way as the preceding page, has it?

Mr. Bremerman: Yes, sir.

Mr. Sheean: That shows that, speaking broadly, the 89.9 per cent of the mileage in this movement have provisions in firemen's schedules that the company will place supplies on the engines.

Mr. Bremerman: Yes, sir.

Mr. Sheean: And percentage as to the other territories is also shown about 53 per cent in the East, and 38 per cent in the South?

Mr. Bremerman: Yes, sir.

Mr. Sheean: The next comparison made with the filling of lubricators, lamps, etc., as to schedule provisions in the West, East and South?

Mr. Bremerman: Yes, sir, for both engineers and firemen.

Mr. Sheean: You have separated as to the West, the three items of lubricators, head lights, markers and other lamps, while in the East and South the three matters are treated together?

Mr. Bremerman: Yes, sir.

Mr. Sheean: This is simply a summary of the three items contained in this part of proposed Article 14?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, the details, Mr. Bremerman, of these last several summaries that you have made, as to the breaking of coal, placing of supplies on engines and relieved of cleaning engines, is shown as to Western territory at page 314?

Mr. Bremerman: Yes, sir.

Mr. Sheean: The setting up of wedges and filling of grease cups, shown road by road at 315.

Mr. Bremerman: Yes, sir.

Mr. Sheean: Filling headlights, and so forth, road by road, at 316?

Mr. Bremerman: Yes, sir.

Mr. Sheean: The detail as to the Eastern roads, shown at 317, on the three subjects?

Mr. Bremerman: Yes, sir.

Mr. Sheean: The Southeast, at 318?

Mr. Bremerman: That is the East.

Mr. Sheean: Oh, yes, 317 and 318, East; the Southeast at 319 and 320.

Mr. Bremerman: Yes, sir.

Mr. Sheean: At page 321, the part of proposed Article 13, which provides for two firemen on coal-burning locomotives weighing 185,000 pounds or more on drivers. You find no such provision—well, no provision calling for two firemen in any schedule in Western territory?

Mr. Bremerman: No, sir, none.

Mr. Sheean: What is the situation in the East, in that respect?

Mr. Bremerman: 90 per cent have no provision, perhaps
4—

Mr. Sheean: Well, just give us the detail of all this.

Mr. Bremerman: .437 of 1 per cent provide two firemen on engines 150 to 157 in freight service. Where stokers are provided, only one fireman required. 1.4 per cent, two firemen will be employed on engines 370, 380 and 381, also engines of the 430, 650 and 675 classes, on runs between Ashley and Phillipsburg, Mauch Chunk and West Eighth Street, Mauch Chunk and Hampton, Phillipsburg and Eliabethport, and return, June 15th to September 15th. 3 per cent in freight helping service, between Coxton and Glenn Summit Springs, or Leighton, when regularly boarded for helping service engines M-31 to M-38 and engines N-1, N-2 and N-3 shall have two firemen. 4.9 per cent provide two firemen on each engine in snow-plow service.

Mr. Sheean: Now, in the East—the Southeast.

Mr. Bremerman: In the Southeast, 7 per cent provide for specified rates and rules governing two firemen on a locomotive as result of application of Article 4 and provides \$2.75 and \$3.00 per day, according to weight of engine on drivers. When firemen's committee and local officials cannot agree as to neces-

sity for two firemen, the matter will be arbitrated by an Adjustment Committee. 54 per cent, no rule in schedules.

Mr. Sheean: That 7.17 per cent, what is the detail of that?

Mr. Bremerman: Found on page 322, Chesapeake & Ohio and Chesapeake & Ohio of Indiana schedule.

Mr. Sheean: Just read it, please?

Mr. Bremerman: "Where two firemen are employed on a locomotive as a result of the application of Article 4, hereinafter, the rates of pay to each fireman shall be as follows: Weights on drivers, 100,000 up to 250,000 pounds, \$2.75 per day; overtime at rate of .30 per hour. Weights on drivers over 250,000, \$3.00 per day; overtime at rate of .33 per hour. When a second fireman is deemed necessary on any engine or assistance is deemed necessary on any engine where one fireman is employed, the matter will be taken up with the proper officials by the firemen's committee. Failing to reach a settlement, the matter shall be referred to an Adjustment Commission, to be composed of five persons, two of whom shall be chosen by the Railroad Company, two by the Firemen's Committee, and one to be selected by the four thus chosen, who shall be the Chairman of the Commission. Should the four men fail to agree upon the fifth, then three days after the last of the four is selected, the fifth man shall be named by the Presiding Judge of the United States Commerce Court. If, for any reason, the selection of the fifth man can not be made by the presiding judge of said Court, he shall be named by the United States District Judge of the District in which the controversy may have arisen. All expenses incurred in connection with the settlement of such matters shall be borne by the two parties to the controversy."

Mr. Sheean: That is a schedule provision of the Chesapeake & Ohio?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, Mr. Bremerman, in Eastern territory, at that same page 322, you had, in Eastern territory, no schedule provisions for other roads in Eastern territory. Is not this that you have just read here in Southeastern territory practically a transcript or a copy of the award applicable to roads in Eastern territory?

Mr. Bremerman: I understand that it is, yes, sir.

Mr. Sheean: But at the time this was made up, that

award had not been incorporated into the schedules in the Eastern territory?

Mr. Bremerman: Well, this is what they gave us from the Bureau of Information. I do not know as to how far the award has been incorporated into the actual schedules.

Mr. Sheean: But this part in Southwestern territory is extended over the Chesapeake & Ohio, in substantially the language of the award covering Eastern territory?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, at page 323, proposed Article 16, "Throwing Switches and Flagging—Engineers and firemen will not be required to throw switches, flag through blocks, or fill water cars." What schedule of information have you assembled in relationship to that proposal?

Mr. Bremerman: For the three territories, both engineers and firemen, the three features, first, throwing switches; second, flagging through blocks, and third, filling water cars.

Mr. Sheean: Now, taking them up, one by one—let us take throwing switches in the West, East and Southeast?

Mr. Bremerman: 99 per cent in the West make no provision.

Mr. Sheean: What is the only other provision that is made in the West?

Mr. Bremerman: One-half of 1 per cent engineers will be exempt from throwing switches, except when out on the road away from terminals or turning points, and not accompanied by a trainman, or where no roundhouse force is maintained.

Mr. Sheean: In the East, as to engineers?

Mr. Bremerman: 4 per cent of engineers not required to throw switches going to or coming from engine houses to standing track; 2 per cent of engineers not required to throw switches; 1 per cent of engineers not required to throw switches at terminals where switch tenders are available; $2\frac{1}{2}$ per cent of engineers not required to throw switches, couple or uncouple engines, air hose or steam hose, except in cases of emergency; 88 per cent, no provision.

In the Southeast, $23\frac{1}{2}$ per cent do not require engineers to throw switches except in case of emergency; 76 per cent, no provision.

Mr. Sheean: Now, the flagging through blocks—there is

nothing shown in any of the available schedules in the West on that subject?

Mr. Bremerman: No, sir, none. In the East, 23 per cent of engineers not required to flag when running light engines. 5 per cent does not apply to pusher engines. .844 per cent does not apply between engine house and terminals. 1.8 per cent engineers not required to flag on Mallet engines and light engines running greater distance than 25 miles. 4.9 per cent engineers not required to flag light engines when running from one terminal to another. 63 per cent, no provision.

Mr. Sheean: In the Southeast?

Mr. Bremerman: In the Southeast, 34.9 per cent do not require engineers to flag when running light engine.

Mr. Sheean: With certain exceptions?

Mr. Bremerman: 22 per cent of which, except in cases of emergency. 65 per cent, no provision.

Mr. Sheean: Now, filling water cars, there is no provision in any available schedule in the West?

Mr. Bremerman: Nor in the East, or in the Southeast, as to engineers.

Mr. Sheean: Now, as to firemen in the West, on the subject of throwing switches?

Mr. Bremerman: 76.8 per cent, no provision found in the schedules. 5.5 per cent firemen on helpers, turning engines on wye at Summit, will be relieved of throwing switches between November 1st and April 1st. 4.4 per cent firemen not required to pilot engines to and from roundhouse and trains at divisions or district terminals. 3 per cent firemen will not be required to let engine in or out of shop track. This not to apply to passenger trains or light engines. 76 per cent, no provision.

In the East, 12.7 per cent firemen not required to throw switches, couple or uncouple engines, air hose or steam hose, except in emergency when directed by engineer. 8 per cent firemen not required to throw switches except in extreme emergency. 6 per cent firemen not required to throw switches at terminals where switch tenders are available. 3 per cent firemen not required to throw switches. 62 per cent, no provision.

In the Southeast—

Mr. Sheean: Just a moment. 2 per cent, firemen not required to throw switches going to or coming from enginehouse

to standing track or train. That is for a single road, is it, practically 2 per cent?

Mr. Bremerman: 2 per cent.

Mr. Sheean: In the Southeast, on the subject of throwing switches.

Mr. Bremerman: 23½ per cent do not require firemen to throw switches, except in cases of emergency. 13 per cent do not require firemen to throw switches, couple or uncouple engines, except in cases of emergency.

Mr. Sheean: On flagging through blocks, in the West?

Mr. Bremerman: 7/10 of one per cent firemen not required to flag through electric block, except in case of emergency.

Mr. Sheean: That is the only schedule provision you find in the West?

Mr. Bremerman: Yes, sir.

Mr. Sheean: In the East, on flagging through blocks, what are the variety of provisions—or 80 per cent have no schedule provision on the subject?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And what are some of the other provisions there in the East?

Mr. Bremerman: 1.8 per cent firemen not required to flag when running light engine. Does not apply to pusher engines. Does not apply between engine house and terminals on 8/10 of one per cent. When stopped by preceding trains, protected by flagman of such trains until called, when firemen will protect engine, 1.2 per cent. 7.2 per cent does not specify light engine service.

Mr. Sheean: In the Southeast.

Mr. Bremerman: 30 per cent do not require flagmen to flag when running light engines. 29 per cent, except in case of emergency.

Mr. Sheean: That is, of that—

Mr. Bremerman: Of that 30 per cent, 29 per cent except in case of emergency. 31 per cent, no provision.

Mr. Sheean: As to filling water cars in firemen's schedules, what do you find in the West, one schedule which provides that firemen will not be required to load or unload water on water trains?

Mr. Bremerman: Yes, sir.

Mr. Sheean: No provision in any Eastern or Southeastern schedule?

Mr. Bremerman: None.

Mr. Sheean: That 59/100 of one per cent is on a single road, having that provision?

Mr. Bremerman: Yes, sir.

Mr. Sheean: What road is that?

Mr. Bremerman: The Kansas City Southern.

Mr. Sheean: Now, the detail, road by road, on these various subjects, is shown then at pages 324 to the end of the exhibit?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, Mr. Bremerman, there were some errors or inaccuracies in the exhibit, to which you wished to direct attention, I believe. If we could correct by interlineation—

Mr. Bremerman: Page 10, overtime in passenger service on the Charleston & Western Carolina, is shown as 60 cents. It should be 65 cents.

Mr. Sheean: Page 10?

Mr. Bremerman: Yes, sir.

Mr. Sheean: What is the name of that road?

Mr. Bremerman: The third column, Charleston & Western Carolina.

Mr. Sheean: 60 cents per hour, should be 65 cents?

Mr. Bremerman: Yes, sir; that will change the summary on page 48, the Southeastern territory engineers, under the heading of "Rates." The percentage opposite 60 cents per hour, instead of 46.170 will now be 45.126, and the second item, instead of being 47.566, will now be 48.610.

Page 18, the first column, second item, Atlanta, Birmingham & Atlantic, overtime rate shown as 57 cents, should be 60 cents. The summary is correct.

Page 23, the Atlantic Coast Lines, in the third column we show 52½ cents overtime rate per hour, for engines over 20 inch cylinders. This should be 50 cents.

Mr. Sheean: That is cylinders less than 20 inches and cylinders over 20 inches, just the same?

Mr. Bremerman: Yes, sir, they are both 50 cents. On that same page, opposite, in the next column—in the last column, overtime rate, Nashville, Chattanooga & St. Louis, we show 60

cents for regular work trains. It is 55 cents for regular work trains and 60 cents for irregular work trains, on a daily basis, so that the insertion of 55 cents there will correct that. The summary on page 36 would be changed, therefore, under in Southeastern territory, engineers, overtime rates, work train service. The second item of percentage, 52.958, becomes 67.173 and the following percentage, instead of being 16.192, will be 1.977.

Page 34, we have shown the Southern, in column 2, at a pro rata overtime rate. The rate is 60 cents and 70 cents for Mallets. That would change the summary on page 25, Southeastern territory, engineers, under the subheading, "Rate." The second main item now shown pro rata, should read, 60 cents, Mallets 70 cents.

Mr. Carter: Where is that, on what page?

Mr. Bremerman: Page 25, the fourth sub-heading, under Southeastern territory. Instead of being pro rata, it should read 60 cents, Mallets 70 cents.

Mr. Sheean: That is opposite the item 21.523 per cent?

Mr. Bremerman: Yes, sir, the percentage is not changed.

Mr. Carter: Where I lost you, you had the word "rate."

Mr. Bremerman: I think I did say "rates."

Mr. Stone: Would that not also change the percentage on the first column in rates?

Mr. Bremerman: No, this is overtime rates.

Mr. Stone: That is what I am talking about. It is one more road with 60 cents overtime, is it not?

Mr. Bremerman: Well, it also has the 70 cents for Mallets.

Mr. Stone: Yes.

Mr. Bremerman: Well, they can be combined, if you wish.

Mr. Stone: Would have the effect of combining the two percentages, wouldn't it really?

Mr. Bremerman: Well, of the 28 per cent there, Mr. Stone, only 1 per cent has the 70 cents per hour rate, in addition, so you could not really combine them, except as to the 60 cents.

Mr. Bremerman: Page 180. The footnote "m" at the lower right-hand corner of the page, reads "Paid when cars are first out to pick up or set out." That should read "Paid when cars are not first out to pick up or set out." Insert the word "not" between "are" and "first."

On page 233, in the middle column, "Eastern territory. Engineers. Passenger service." The first qualifying note following the first item now reads "actual time 3.856 per cent." Instead of "actual time," it should read "after two hours."

Mr. Sheean: 233, Mr. Bremerman?

Mr. Bremerman: Yes, sir. On page 232, the first item, as to the Alabama Great Southern, and likewise as to the Cincinnati, New Orleans & Texas Pacific, reads: "Should initial delay accrue and road overtime on the regular road miles per hour basis also accrue, computed from the time called to leave until time of final relief, the initial delay will be deducted from the road delay."

I find that in giving us when time begins, this section of that schedule was taken, but Article 2 of that schedule reads in part as follows: "Time allowance will commence when men are required to report for duty, and will end * * * engineers and firemen in road service, except work train service, are required to report for duty 30 minutes before time of departure of train. Road time of engineers and firemen engaged in through freight service will begin one hour before the time set for departure of their trains." On page 228, therefore—

Mr. Sheean: Engineers and firemen in what?

Mr. Bremerman: Through freight service. Time begins one hour before time set for departure of trains.

Page 228, therefore, in the Southeast territory, engineers, the second sub-heading, entitled "Time begins—Road service—" the first percentage shown of 7.843 should be 5.866. The third percentage of 15.993 should be changed to 17.910, and that percentage would be qualified by the statement that on 1.9 per cent of that 17.9 per cent, through freight service begins one hour before time set for departure of train.

As to firemen, in that same column, under the second sub-head of percentage, 5.744 is changed to 3.767; the following percentage from 14.949 to 16.926, with the same qualification as noted for engineers, that on 1.9 per cent through freight service begins one hour before time set for departure of train.

I think that is all I have here.

Mr. Sheean: Mr. Bremerman, I wish you would explain just a little more fully the manner in which the roads in Eastern and Southeastern territory were selected. You have in the

roads in Western territory all the roads in this concerted movement?

Mr. Bremerman: Yes, sir.

Mr. Sheean: And have computed at page 2 the mileage of the roads which are here represented?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, as to the Eastern territory, there are some roads omitted. The Grand Trunk does not appear there?

Mr. Bremerman: The Western lines of the Grand Trunk and the Grand Trunk Lines in New England do not appear.

Mr. Sheean: That is, you omitted the Grand Trunk Pacific in the showing in the West and the Grand Trunk Lines in the East?

Mr. Bremerman: Yes, sir.

Mr. Sheean: Now, there are certain other roads here.

Mr. Bremerman: The Bangor & Aroostook is not shown, nor the Central Vermont. Some smaller roads, like the Ann Arbor, the Coal & Coke, the Maryland & Pennsylvania, the Lehigh & Hudson River, and other detached companies.

Mr. Sheean: Now, the various terminal companies, you have made no showing there as to terminal companies.

Mr. Bremerman: We did not attempt to take them all. We took what were in the Western territory in the movement except one or two, the Indianapolis Union, the Wabash & Pittsburgh Terminal and the West Side Belt.

Mr. Sheean: Well, there are numerous other terminal com-

Mr. Bremerman: Yes, there are quite a few.

Mr. Sheean: But none of those were taken.

Mr. Stone: Might I ask a question before you leave that, Mr. Sheean?

Mr. Sheean: Yes.

Mr. Stone: Did you include any of the Canadian roads in the Eastern territory?

Mr. Bremerman: No.

Mr. Stone: So of the Canadian Lines East, none of them are in?

Mr. Bremerman: No, sir.

Mr. Sheean: There are also in the Southeastern territory, shown at page 4 the roads which are actually taken in the Southeast. Now, there are certain roads there in the Southeast, Mr.

Bremerman, some of which might be considered fairly important lines?

Mr. Bremerman: I think the memorandum that I made showed that the New Orleans & Northwestern and its allied lines, the Alabama & Vicksburg, the Vicksburg, Shreveport & Pacific, with a mileage of about 509, could properly have been included here as representative roads in that section. There are others, such as the Carolina, Clinchfield & Ohio, and some road in Carolina, 256 miles, the Georgia, Southern & Florida, 392 miles; the Louisville, Henderson & St. Louis, 188 miles. Taking them all would be about 1,300 or 1,400 miles. It would add about 4 per cent to this mileage.

Mr. Sheean: Now, on some of those roads, apparently, from Exhibit 56 which has been introduced here, there may be some rules more favorable than—or would fall into the class of the more favorable rules?

Mr. Bremerman: Oh, yes.

Mr. Sheean: And others of them less favorable?

Mr. Bremerman: Yes. I have not made a careful study of them, except as they are shown by glancing over them.

Mr. Sheean: At the time that these roads were selected, the expectation was that this Arbitration would start within a short time after this selection was made?

Mr. Bremerman: Yes, we had just a little over a month, we figured then.

Mr. Sheean: And you followed generally the grouping that has been adopted in the exhibits that were introduced as between the Southeast and East in your work?

Mr. Bremerman: Generally, yes, sir; attempted to get the larger and representative roads.

Mr. Sheean: Now, in this New Orleans & Northeastern; and the Alabama & Vicksburg; Vicksburg, Shreveport & Pacific, having about 509 miles, are fairly representative roads, and any information that is shown in Employees' Exhibit 56 here should be considered in connection with anything here if it modifies in any respect—

Mr. Bremerman: Yes, I believe so.

Mr. Sheean: As to the percentage of relationship, Mr. Bremerman, here, percentage of mileage, the only idea in selecting mileage or any other basis is to give some idea of the im-

portance or non-importance of rules as to employes affected, or the railroads affected?

Mr. Bremerman: I understand that to be the Committee's purpose in selecting mileage for this weighting.

Mr. Sheean: This per cent on mileage has no particular significance?

Mr. Bremerman: No, only as exhibiting a general tendency or a preponderance in the territories.

Mr. Sheean: And the roads that you have mentioned here in Southeast territory you think aggregate all told something like 1,300 or 1,400 miles?

Mr. Bremerman: The ones I mentioned as being the more important representative roads, between 1,300 and 1,400 miles, and perhaps would add 4 per cent to the mileage we have already used.

Mr. Sheean: I think that is all.

The Chairman: The Board will take a recess then until 2:30 o'clock.

(Whereupon, at 12:30 o'clock P. M. a recess was taken until 2:30 o'clock P. M.)

AFTER RECESS.

The Chairman: Have you anything further, Mr. Sheean?

Mr. Sheean: Just one thing.

DAN H. BREMERMAN was recalled for further examination, and having been previously sworn, testified as follows:

Mr. Sheean: Mr. Bremerman, have you now the detail of the information that Mr. Shea asked for this morning, with reference to hostlers in Eastern territory?

Mr. Bremerman: Yes, sir. Mr. Shea, in connection with the showing on page 297, asked this morning, I believe, as to the detail of the percentage shown in the middle column relating to the Eastern territory, 20.449, no provision in schedules.

The information I have is that the following roads have not reprinted their schedules, but were parties to the Eastern Firemen's Association:

The Cincinnati, Hamilton & Dayton; the Detroit, Toledo & Ironton; the Long Island; the New York, Philadelphia & Norfolk; the Pennsylvania Lines East; Toledo & Ohio Central;

Wabash, Pittsburgh Terminal & West Side Belt; Wheeling & Lake Erie; Zanesville & Western.

Mr. Sheean: But, in order to make clear just what rule or rules in that connection these roads are amenable to, even though not printed in the schedule, will you just give us the Award in the East that covers those roads, if you have it conveniently there.

Mr. Bremerman: From page 8 of the Award in the Arbitration between the Eastern Railroads and the Brotherhood of Locomotive Firemen and Enginemen, dated at New York, April 23, 1913, Article 2, Sub-division (c), Hostlers:

“Hostlers, per day of ten (10) hours or less, 2.40.

“If hostlers are employed in handling engines between passenger stations and round houses or yards, or on main tracks, they will be paid, per day of ten (10) hours or less, 3.25.

“If men are employed to assist hostlers in handling engines between passenger stations and round houses or yards, or on main tracks, they will be paid per day of ten (10) hours or less 2.50.

In addition, the following roads not parties to that arbitration have no hostlers' rule: The Buffalo & Susquehanna, and the P. & L. E. Also the Philadelphia & Reading, and Vandalia, parties to the Award, in their present schedules, reprint the Award in its entirety in the back of the schedule. The total of the roads enumerated is 20.449.

Mr. Sheean: So that not only as to hostlers, but as to the other provisions or other matters that are specifically covered by the Award in the East, your compilation here has been limited to what appeared in the schedules at the time the compilation was made?

Mr. Bremerman: Yes, sir.

Mr. Sheean: We ask leave to file that Award. I think that request was made some time ago, and I got the impression that the Board had already been provided with copies by the secretary.

The Chairman: I think we have copies of it.

Mr. Park: Mr. Stone stated that they were available.

Mr. Sheean: We ask leave to file the Award of the Firemen, the Award in the Engineers' Arbitration, and the Award in the Conductors' and Trainmen's recent Arbitration, as well

as the Agreement of 1910 in the West, as to Engineers. That is all.

CROSS-EXAMINATION.

Mr. Stone: I think, Mr. Chairman, you can realize what a layman from the ranks has to contend with, when he undertakes to cross-examine on the combined wisdom of years, boiled down into one exhibit like this. In the short time we have had it, of necessity we have not had time to check it as we should like to, so the examination of the witness will perhaps not be as thorough as we would like to make it, if we had had more time.

Mr. Sheean: Well, Mr. Stone, let it be understood as to checking and verification, that at any time during the proceedings we shall be very glad to have the checking or verification made, at any time, so the fact that you do not call attention to any error or discrepancy here, would not in any way limit you in that respect.

Mr. Stone: I understand, as far as that is concerned, that we have a right to come back at any time. The fact that I shut the leaves of the book this afternoon does not say that I am through with it, by any manner of means.

Mr. Sheean: No.

Mr. Stone: Mr. Bremerman, you were with Mr. Morrissey in the Grand Office of the Brotherhood of Railway Trainmen for some time, were you not?

Mr. Bremerman: Yes, sir.

Mr. Stone: In what capacity?

Mr. Bremerman: Secretary to the Grand Master.

Mr. Stone: You were also his chief clerk or confidential secretary, when he was president of the Railway Employes' Association, were you not?

Mr. Bremerman: Yes, sir.

Mr. Stone: At the present, you are still with Mr. Morrissey, are you not?

Mr. Bremerman: Yes, sir.

Mr. Stone: Then, with your experience for these years and association with Mr. Morrissey, you are fairly familiar and have a fair working knowledge of the labor of railroad organizations, and how the schedules are built up, are you not?

Mr. Bremerman: I think so.

Mr. Stone: You were also with Mr. Morrissey at the time he represented the Brotherhood of Locomotive Engineers in that Eastern Arbitration, were you not?

Mr. Bremerman: I was employed by him, yes, sir, at that time.

Mr. Stone: You handled and in fact prepared most of the correspondence that took place, regarding the working out of the details of the Eastern Arbitration, did you not?

Mr. Bremerman: I handled it for him as his secretary, yes, sir.

Mr. Stone: Then you are fairly familiar with all that took place?

Mr. Bremerman: Yes, sir, fairly so.

Mr. Stone: Coming back to your exhibit, I note all the way through that you show the Norfolk & Western, Chesapeake & Ohio and the Virginian in the Southeastern group. Is it not a fact that they have always been handled in a group by themselves, with an intermediate working basis between the Eastern and the Southeastern territory?

Mr. Bremerman: I could not say exactly as to that, Mr. Stone. I have a general knowledge as to the division—the generally recognized division between the three territories, but there are certain roads in the twilight zone that I am not exactly familiar with.

Mr. Stone: Well, I guess we will be safe in calling this in the twilight zone because they have always refused to be a part of the Southeastern Association, and we, as frankly, have refused to consider them in the Eastern Association, so that they are betwixt and between. I note on pages 2, 3 and 4 that you show average miles operated, 1914. Just how did you arrive at this?

Mr. Bremerman: That is the figure reported to the Interstate Commerce Commission. I understand it represents straightaway mileage, of main line and branches, but as to just how the average is arrived at, my recollection is that the instructions of the Commission are not entirely clear or not covered.

Mr. Stone: Then one would at least draw the inference that the mileage fluctuated, perhaps, during the year?

Mr. Bremerman: Yes.

Mr. Stone: And you have no knowledge as to how this average mileage is arrived at?

Mr. Bremerman: I know how one road arrives at it, by the direct changes.

Mr. Stone: Then how do they strike the averages, by—

Mr. Bremerman: Dividing by the number of days.

Mr. Stone: In the year?

Mr. Bremerman: Yes, when a certain portion of the road, say, under construction, is put under operation, that part that is put under operation then is computed in arriving at the average from that day forward, to the end of the year.

I looked that up, and, as I remember the instructions in the Annual Report, the manner of arriving at the average was not specified. I may be wrong as to that. I am not an authority on those reports.

Mr. Stone: Will you kindly turn to page 15. In the third column at the top you show the basis of a day's work in through freight. Just what do you understand is meant by the rule there for the New York, New Haven & Hartford?

Mr. Bremerman: The heading given is "100 miles or less, 10 hours or less, overtime pro rata after 10 hours. Both over miles and over hours made. Minute basis."

I understand by that, supposing a case that a man ran 110 miles in eleven hours, he would be paid 110 miles and also one hour overtime.

Mr. Stone: Then, after you once get into overtime it doubles up. He is paid double time, isn't he?

Mr. Bremerman: He is paid miles and hours.

Mr. Stone: Both?

Mr. Bremerman: If he is on miles. He may get into overtime without having exceeded the one hundred.

Mr. Stone: Well, is it not a fact—or are you familiar enough to express an opinion, that the result of this excessive penalty on the New York, New Haven & Hartford is to have practically done away with overtime on that road?

Mr. Bremerman: I don't know, Mr. Stone.

Mr. Stone: On page 16 you show there the Buffalo, Rochester and Pittsburgh, with a mark beside it, and you show at the footnote "three-crewed way freight, overtime after 15

hours." Is it your understanding that these crews only work four days a week?

Mr. Bremerman: I can give you my personal understanding of it. This was just what was furnished me, if you care for that.

Mr. Stone: As a schedule man who compiled these, what does it mean?

Mr. Bremerman: I understand that a three-crewed way freight works out practically as you say—they would work every other day.

Mr. Stone: Well, would they work every other day? Wouldn't they work four days out of the week? Make a round trip and lay in one day, and then make another round trip for a week?

Mr. Bremerman: If they ran a round trip. It would depend on the length. I was thinking of a single trip that would take the entire day.

Mr. Stone: Well, with three crews on two runs, how can they work more than four days each in the week?

Mr. Bremerman: I guess you are right in the total.

Mr. Stone: Then, the fact remains that these three-crewed way freights that you show here actually work only sixty hours a week, unless they run into overtime and are paid extra?

Mr. Bremerman: Overtime after fifteen hours, yes, sir.

Mr. Stone: Four days a week would be sixty hours work a week?

Mr. Bremerman: Yes, sir.

Mr. Stone: And the same is true of the next footnote which refers to the Michigan Central, except that they draw overtime after twelve hours, so they only work four days a week, forty-eight hours a week. Is that correct?

Mr. Bremerman: I think that is proper, yes, sir.

Mr. Stone: On page 17 I think the correction you made this morning would straighten up that Cincinnati, New Orleans & Texas Pacific, or what is commonly known as the Queen & Crescent North. They are all on an eight-hour day, or a 12½-mile-an-hour basis, are they not, by the correction that you made?

Mr. Bremerman: I have not it marked here.

Mr. Stone: You made a correction just before lunch?

Mr. Bremerman: I made it on page 18.

Mr. Stone: Well, it would have the same effect here, wouldn't it? The Alabama Great Southern and the C. & O. and T. P., which, combined, make the Queen & Crescent North.

Mr. Bremerman: I do not find on page 218 the basis of a day, or was it the overtime?

Mr. Stone: 218 says for the Alabama Great Southern, "Article 2 (last paragraph) "Road time of Engineers engaged in through freight service will begin one hour before the time set for the departure of their trains?"

Mr. Bremerman: Yes, sir.

Mr. Stone: This makes an eight hour day of the road then, doesn't it, instead of a nine-hour day?

Mr. Bremerman: Well, the speed basis, on the basis of 11 miles an hour, computing the time, being in through freight service, from an hour before the time set for the departure of the train.

Mr. Stone: It really makes an eight hour day then on that road?

Mr. Bremerman: He would be eight hours on the road before his overtime commenced, yes, sir.

Mr. Stone: Instead of nine. And the same is true of the Alabama Great Southern?

Mr. Bremerman: Yes, the two are under the same schedule, I understand.

Mr. Stone: And the same is practically true of the Southern. You show the Southern rule all the way through, but you do not apply it to your 11 mile per hour basis. If you will turn to page 224 of our exhibit, you will find the Southern rule.

Mr. Bremerman: "Road time will commence 30 minutes previous to the time the Engineer is called to leave," except at specified points.

Mr. Stone: Well, the specified points, are all the principal terminals of the Southern Railway, are they not?

Mr. Bremerman: I am not entirely familiar with the Southern Railway.

Mr. Stone: And at those points, just read the rule while you have it there?

Mr. Bremerman: "Road time will commence 30 minutes

previous to the time the Engineer is called to leave, except at Savannah; Columbia; Spencer; Birmingham; Selma; Alabama; Inman Yard; Hamburg; Sheffield, and Macon. Engineers will be called at these points one and one-half hours previous to the time their trains are booked to leave, road time to commence 30 minutes after engineers are called and to continue until released at end of run."

Mr. Stone: That makes road time begin one hour before the departure of the trains, does it not?

Mr. Bremerman: At those points.

Mr. Stone: Yes.

Mr. Bremerman: Yes, sir.

Mr. Stone: On page 18, you show the Louisville & Nashville there in the first column as local freight service, "100 miles or less constitute a day. Overtime on basis of 10 miles per hour," and the footnote says "Over 30 minutes to count as one hour."

Is it not a fact that nearly all of the local runs of any importance on the L. & N. system are three-crewed locals on a monthly basis, and only work four days a week?

Mr. Bremerman: I don't know, Mr. Stone.

Mr. Stone: Don't you find it in comparing their schedule? Take, for example, your Paris-Corbin way-freight run, or your South Corbin-West Knoxville runs, or your Etowah-Copper Hill and return run, your Etowah and Atlanta, your Lebanon Junction-Corbin run, and so forth, they are all three-crewed locals and overtime accrues after 14 hours.

And with three crews, take, for example, your Etowah-Atlanta run, the three crews are paid 147.50; overtime after 14 hours, and the same is practically true of all their runs. There are twenty or thirty of them that are specified. In fact, Mr. Burgess is probably more familiar with the road than I am, although I made the last schedule, but I think it is safe to say that nearly all their main line local freight runs are handled in that way, so that this showing here of "100 miles or less constitute a day. Overtime on basis of 10 miles per hour," is not correct.

Take your page 19, Mr. Bremerman.

Mr. Bremerman: Yes.

Mr. Stone: I notice in a great many of these schedules,

you say "No provision in schedule." Where there are no provisions in the schedule for a certain basis of the day's work, how are they paid? They are paid in some form, are they not?

Mr. Bremerman: I don't know, Mr. Stone. You will understand, of course, that we took only the schedules. I cannot undertake to say how they are paid on all these different roads. If the work is performed, certainly it is paid for.

Mr. Stone: I notice in the Southeastern territory especially, you say in a great many, like in your next to the last line for firemen, "No schedule," 37 per cent.

Mr. Bremerman: Yes, sir.

Mr. Stone: Is it not a fact that on all those roads in the Southeastern territory where there are no schedules for firemen, that they are paid a certain fixed percentage of the engineer's wage, varying all the way from 53 per cent to 71 per cent?

Mr. Bremerman: I have the detail of that here, if you care for it.

Mr. Stone: It is a fact, is it not, that that is the way they are paid?

Mr. Bremerman: Oh, they all have firemen, and that 37 per cent, I think, are pretty nearly all of them paid on a percentage of the engineer's wages. Just what the range of percentage is I cannot say.

Mr. Stone: Then the statement that there are no schedules is really misleading, is it not? There are schedules and there is a certain, definite, fixed rate of pay for them?

Mr. Bremerman: What we meant by that is, there is no schedule with the organization, no printed official schedule, as there is in the case of the Engineers, an out and out agreement.

Mr. Stone: Well, is it not printed in the Engineers that they will be paid a certain fixed percentage, in many cases, or fixed by bulletin?

Mr. Bremerman: I really do not know as to that, Mr. Stone. The information for the East and Southeast was furnished me, and I have not made a careful study of the schedules in those territories. I had my hands full, in the West.

Mr. Stone: I can well believe it. That is one strong argument for standardization. When we get standardization once it

will not be so much trouble to compile one of these. Turn to page 25, please.

Mr. Bremerman: Yes, sir.

Mr. Stone: I note you show several places in this pusher and helper service, in a large percentage of the mileage no provision in schedules. Do you understand by that that they do not have any pusher and helper service, or that they do not pay pusher and helper service?

Mr. Bremerman: I understand only that the schedule does not make provision for that service, and could not undertake to say whether they have it or have it not.

Mr. Stone: Regarding the question of the request of the men for freight rates for pusher and helper service, is it not a fact that the freight rates being paid now are higher than the request, in some localities in the West?

Mr. Bremerman: The pusher and helper rates?

Mr. Stone: The freight rate now is higher than the rate we ask for.

Mr. Bremerman: I do not believe I get your question quite, Mr. Stone, if you will pardon me.

Mr. Stone: We are asking in pusher and helper service that they be paid the through freight rates, are we not?

Mr. Bremerman: Yes, sir.

Mr. Stone: Is it not a fact that the through freight rates that we ask for in the Western territory, are really being paid on a higher basis than what we ask in our request?

Mr. Bremerman: There are—

Mr. Stone: On some roads?

Mr. Bremerman: There are through freight rates that are now paid, higher than the through freight rate you request.

Mr. Stone: Take, for example, our Exhibit No. 4, on pages 33 and 35, you will find there on the Canadian Pacific that we are asking for a five dollar rate on less than 80,000 pounds on drivers, while the rate they are already paying is \$6.05.

Mr. Sheean: Are you requesting that that rate be modified in that manner, Mr. Stone?

Mr. Stone: No, sir. I am just simply showing that they are already paying higher than what we are asking for.

Mr. Sheean: Well, I was just trying to make clear whether

what you were asking for on the Canadian Pacific was for the maintenance of that rate, wherever it obtained.

Mr. Stone: The chances are they will retain their present rate. I believe the saving clause in the Agreement to Arbitrate gives us that right. I believe you said this information for the Southeastern territory was furnished you?

Mr. Bremerman: Yes, sir.

Mr. Stone: So, when you say 34 per cent that has no provision for this class of service, you do not know whether they have any of that service on their roads or not?

Mr. Bremerman: No, sir.

Mr. Stone: In the Eastern territory, on this pusher and helper service, is it not a fact that the Eastern Arbitration granted through freight rates to all pusher and helper service?

Mr. Bremerman: Yes, sir.

Mr. Stone: According to class of engine, is it not? It has been so long since I read it—through freight rates. This is the Eastern Arbitration I am quoting from. "On all work, wreck, pusher or helper, etc." On page 36, take your showing in the Western territory for work train service, it is a fact, is it not, that the payment of through freight rates is a well recognized practice in quite a percentage of this Western territory?

Mr. Bremerman: The exhibit shows 22.8 that pay through freight rates, without qualification.

Mr. Stone: And a large percentage, through the other provision, recognize through freight rates in some form or other, do they not?

Mr. Bremerman: Under certain conditions, yes, sir.

Mr. Stone: Well, I got by page 31. I wanted to ask you one question on that, if you will kindly turn back to it. Just how do you arrive at the number of engines normally in service?

Mr. Bremerman: That information was taken from reports furnished by the road. I can read you the request.

Mr. Stone: No, what is normal service?

Mr. Bremerman: Well, the usual assignment, I understand.

Mr. Stone: When, in periods of depression, when you have the men cut off the board, or with two men for every engine on the road, in times of rush?

Mr. Bremerman: It would depend on how each road in-

terpreted it, Mr. Stone. They were asked to furnish the number of engines normally in service.

Mr. Stone: At that particular time, or any fixed time?

Mr. Bremerman: The first of October, 1914.

Mr. Stone: Well, I note, for example, down there in the Southern Pacific System, if I added the number up correctly, you show 236 engines in helper service.

Mr. Bremerman: Yes.

Mr. Stone: I have a fairly good knowledge of the road, and I have talked with the chairman from there, and we were unable to locate only about 68, and I am wondering if you can explain the wide discrepancy in the figures.

Mr. Bremerman: I can not, but I think I can get it for you, or undertake to explain it, if you wish.

Mr. Stone: The only way I can reconcile the figures at all would be like the trains Mr. Jones spoke of, where you have six engine trains you classify them as helpers.

Mr. Bremerman: I do not know as to how they arrived at the number, Mr. Stone.

Mr. Stone: Coming back to 36 again, I think you say there, in temporary work train service, in the Western territory for 74 per cent there is no special provision in the schedule?

Mr. Bremerman: Yes, sir.

Mr. Stone: How do you understand they are paid?

Mr. Bremerman: I do not know.

Mr. Stone: Where you find no provision in the schedule, is it not fair to infer they would be paid the same as regular work of that kind, unless there is a specific rule to the contrary?

The Chairman: Mr. Stone, I did not catch that question.

Mr. Stone: I asked the question where he finds no special provision in a schedule on the road for this temporary work train service, if it would not be fair to assume that they would be paid the same as regular work trains, in the absence of any rules to the contrary.

Mr. Bremerman: You will note that percentage includes, also, roads paying through freight rates in all classes of work train service. That does not answer your question, of course. I could not say as to that, Mr. Stone. I do not know whether the inference would be justified or not; whether they would

pay the work train rates, or through freight rates, or what they would pay.

Mr. Stone: On page 43, it would seem from your exhibit that already many of these roads are paying a much better rate for this class of service than what we are asking for, would it not?

Mr. Bremerman: I think so, yes, sir, through the working conditions.

Mr. Stone: Where there are no provisions to the contrary, or where it is in the unclassified service, we are simply asking for freight rates?

Mr. Bremerman: I so understand your proposal, yes, sir.

Mr. Stone: Yes, the rates of pay on quite a number of these are largely in excess of that now?

Mr. Bremerman: I find one here pays the local freight rates, another pays the through freight rates, on a basis of time and one-half allowed as miles or hours, minimum 150 miles each day assigned. That is perhaps six or seven per cent there.

Mr. Stone: Others pay 200 miles for each move.

Mr. Bremerman: Yes, in the working conditions, Mr. Stone.

Mr. Stone: On page 47. A careful reading of this synopsis on page 47 would show that the practice of paying for overtime on a minute basis is quite well established in all three of these territories, wouldn't it?

Mr. Bremerman: I think it is, yes. As to overtime.

Mr. Stone: Page 48: In the Western territory you show there four per cent and ten per cent of mileage that the overtime is computed on the basis of a train, for engineers.

Mr. Bremerman: Yes.

Mr. Stone: Is it not fair to assume that that may be a much higher rate than is even paid on the rates that you show about that?

Mr. Bremerman: It may be higher or lower.

Mr. Stone: Do you know any passenger trains in the Western territory where the speed basis is lower than twenty miles an hour?

Mr. Bremerman: I don't know much about the passenger trains in the Western territory, the actual operation.

Mr. Stone: On page 53, why is there such a discrepancy, in the Southeastern territory, between the percentage of mileage on $12\frac{1}{2}$ miles per hour for engineers, and the percentage of mileage for firemen? It is safe to say that the engineers and firemen on the same engine are practically paid on the same basis, are they not? You show engineers as 51 per cent at $12\frac{1}{2}$ miles per hour basis and you show firemen 20 per cent at $12\frac{1}{2}$ miles per hour.

Mr. Bremerman: There are no schedules printed, so far as I was furnished, for 37 per cent. The difference may be in there. That is, it may represent firemen who are running on trains with engineers who are on a $12\frac{1}{2}$ mile per hour basis, but as to whether the firemen are paid on that basis or not, I don't know.

Mr. Stone: On page 58 I note there is quite a large percentage of engineers in passenger service whose present schedule of wages is based on weight on drivers.

Mr. Bremerman: Fourteen and eight-tenths.

Mr. Stone: And I also note in column 8 there are 5 per cent based on tractive power.

Mr. Bremerman: Yes.

Mr. Stone: Which is practically the same thing. It is a distinction without a difference, isn't it, because weight on drivers practically means tractive power, doesn't it?

Mr. Bremerman: Well, I have heard some argument to the contrary.

Mr. Stone: Well, you can hear arguments that 2 and 2 don't make 4, so far as that is concerned?

Mr. Bremerman: Well, I have heard Mr. Carter say that when the superheater is on they are not the same.

Mr. Stone: Well, anything in favor of either side would be in favor of the company, wouldn't it?

Mr. Bremerman: Mr. Carter says so. I don't know, Mr. Stone, really.

Mr. Stone: On page 66, I note you show there in the schedule of pay for passenger engineers for the Chicago & North Western, a junior rate. Is it not a fact that the North Western has an order out that no man is allowed to run passenger without three years' experience?

Mr. Bremerman: I do not know, Mr. Stone.

Mr. Stone: Then this junior rate in passenger service really does not mean anything. You do not believe they would allow a young, inexperienced man to run a passenger train, do you?

Mr. Bremerman: Except in an extreme emergency.

Mr. Stone: Oh, well, anybody would run one in an emergency, I suppose, if the emergency were bad enough.

Mr. Bremerman: Yes.

Mr. Stone: They have been known to have section men run it.

Mr. Bremerman: The schedule contains that clause, and we thought it fair to put it in all these rate sheets.

Mr. Stone: Do you show any engines on this page that are carrying this junior rate?

Mr. Bremerman: No, sir.

Mr. Stone: I think Mr. Sheean explained yesterday that if an engine made one mile or one trip, that it would show up in this sheet somewhere?

Mr. Bremerman: Yes, sir.

Mr. Stone: That same engine might, during the month, work in each one of these classes of service that you specify, might it not?

Mr. Bremerman: Yes, sir.

Mr. Stone: This is passenger service here?

Mr. Bremerman: Yes, sir.

Mr. Stone: But it is possible for that same engine to show several times?

Mr. Bremerman: They have.

Mr. Stone: They have shown several times, and that is pretty nearly as bad as that pyramiding which they accused Mr. Lauck of on the Oregon Short Line and Union Pacific. It would have the same effect when you went to figuring cost, would it not?

Mr. Bremerman: The exhibit was not intended to show cost, Mr. Stone. The note says "Superior figures indicate the number of engines taking the accompanying rate that were used in passenger service in October, 1913, and to that extent show the relative importance of the rates in that month."

Mr. Stone: Then I understand these sheets are all compared from the month of October, 1914?

Mr. Bremerman: In the West.

Mr. Stone: In the West?

Mr. Bremerman: Yes.

Mr. Stone: Sometimes they say 1913, and sometimes they say 1914, I notice, in hurriedly looking through.

Mr. Bremerman: I will qualify that. As to helper and pusher service we had no specific reports, and we got that for October, 1914.

Mr. Stone: All the rest then are for 1913?

Mr. Bremerman: Yes, sir; except the helper and pusher that we were on a few moments ago.

Mr. Stone: Coming back to the schedule rates that you show in these exhibits here, I understand you to say that they are not introduced for the purpose of showing cost?

Mr. Bremerman: No, sir.

Mr. Stone: Then it would not be fair to take these figures to build up a basis of cost on the different roads from?

Mr. Bremerman: No, sir.

Mr. Stone: On page 79 here, we have a summary of the wages in the three territories, for that normal operation.

Mr. Bremerman: Yes, sir.

Mr. Stone: Is it not a fact that you are comparing in the East and West, the rates shown for a ten hour day, and drawing a comparison with the Southeastern territory where much of it is on an eight hour day?

Mr. Bremerman: These rates do not take into consideration, in any way, the length of the day. The entire exhibit is divided into sections, related to the sections of the proposals. With one exception, that where we traced the day's pay through from the beginning of work, preparatory time, final delay, road time, and final terminal delay, there is no connection between any of the rules.

Mr. Stone: Take, for example, your engine there weighing 224,999 pounds on drivers. We are asking for 6.10 in the Western territory, are we not?

Mr. Bremerman: Yes, sir.

Mr. Stone: That is exclusive of the 10 per cent. You show the rate down through there at the present time, from 5.15 to 5.65 in the Western territory.

Mr. Bremerman: Yes.

Mr. Stone: And from 4.75 to 5.00 in the Eastern territory?

Mr. Bremerman: Yes, sir.

Mr. Stone: And in the Southeastern territory from 5.40 to 5.65?

Mr. Bremerman: Yes, sir.

Mr. Stone: But, if you computed the basis of that in the Southeastern territory for the ten hour period, at the end of ten hours, instead of having 5.40 he would have 6.48, would he not, for a ten hour day?

Mr. Bremerman: Suppose he ran on miles.

Mr. Stone: It would be the same thing; it would work out in his favor just the same, would it not?

Mr. Bremerman: Oh, yes; this takes no account of the length of the day.

Mr. Stone: So it is not a fair comparison, only more than just the going rate on that engine; you take nothing else into consideration at all?

Mr. Bremerman: No, sir.

Mr. Stone: The fact that one has the advantage of two hours over the other has no bearing on the case?

Mr. Bremerman: That is true, as between engines in any territory, as between territories.

Mr. Stone: On page 81, don't you think a careful reading of the Santa Fe and the Chicago & Alton would be a very strong argument in favor of standardization?

Mr. Bremerman: I don't know, Mr. Stone.

Mr. Stone: How did you separate in the Western territory,—I think it is over about page 95, if I recall rightly, I haven't got all the figures on these,—the through freight and local service; how did you separate the through freight from the local service?

Mr. Bremerman: As to number of engines?

Mr. Stone: As to mileage on engines; how did you get it?

Mr. Bremerman: That came from the reports of the roads, the same as on the passenger and through freight; they reported the engines that were used in that service in that month.

Mr. Stone: And on those roads where no differential is shown, you understand that they have no local freights. Is it not a fact that many of the Western roads claim they do not have local freights?

Mr. Bremerman: There are one or two that make no specific provisions for local freights, in that language.

Mr. Stone: The reason for that is they are all local freights on that particular road, and it is not necessary.

Mr. Bremerman: That amounts to 3 per cent of the mileage, on page 95.

Mr. Stone: On page 96, in this way freight service, in the Southeastern territory, where you show 12 engines that are on a \$160.00 a month basis, where will I find what road that comes from?

Mr. Bremerman: That is the N., C. & St. L. You want the detailed sheet?

Mr. Stone: No, I just want to know what road it is from.

Mr. Bremerman: N., C. & St. L.

Mr. Stone: Then, if it is the N., C. & St. L., it is a three-crew local?

Mr. Bremerman: I don't know.

Mr. Stone: Well, it is, if it is the N., C. & St. L., because they run their locals three-crewed locals, and they only work four days in the week.

Mr. Burgess: Mr. Stone, may I ask one question here so that I can follow you?

Mr. Stone: Surely.

Mr. Burgess: On page 81—

Mr. Stone: We have got by that. We were over to page 96.

Mr. Burgess: I know, but I was trying to follow you industriously, and I missed you. I was wondering, Mr. Bremerman, how you made the tabulation on the Chicago & Alton, setting forth the different number of engines in the respective columns opposite the rate there, taking, I presume, the designation of the engine as a guide or a measure, as set forth here.

Mr. Bremerman: No, we did not take the schedules to fill in the columns that are numbered to the right. The rates shown in columns 1 to 12, with the superior figures indicating the number of engines that took that rate in October, 1913, came from reports of the individual roads, which divided in the manner proposed as to weight on drivers. The only connection between the right hand side and the schedule rates, is where you can connect up, for instance, the rate of 4.90 in the

first one, with the 4.90 rate under the heading "Schedule Rate;" that is, of those nine engines which took the 4.90 rate, I have no way of knowing which one of these classes D-1, D-2, and so forth, they are.

Mr. Burgess: Well, can you give the Arbitrators any rule to go by so that we could take this designation of the engine and verify whether that same number was right, as set forth here in your right hand column? As an illustration, under the heading "100,000 to 139,999," you show seven engines that took 4.90; nine engines that took 4.95. Now then, if we decided to check that, how would we do it by this designation as set forth under the heading "Schedule Rate?"

Mr. Bremerman: You could not.

Mr. Burgess: That would be an impossibility?

Mr. Bremerman: Yes, sir, without the supplementary information. The columns 1 to 12, are merely supplementary to the schedule.

Mr. Stone: Before you turn away from that, Mr. Bremerman, there are eighteen classes shown in the first group, and there are only nine engines; and in addition to that it may come under all other classes, besides.

Mr. Bremerman: Well, there are sixteen engines that happened to take the 4.90 rate in that month.

Mr. Stone: Sixteen engines, and there are eighteen classes and then it says all other classes of small engines besides.

Mr. Bremerman: Well, in presenting the schedule rates, the thought was that presented as they are, they would not mean much to the arbitrators, and in an attempt to give them some idea of the relative importance of the rates, divided according to the proposals, the columns to the right were appended, and only to the extent that they were engines that did take one trip, maybe, or maybe more, or perhaps the entire month that rate, the comparison is made.

Mr. Burgess: Of course, I am only speaking for one arbitrator; to me that would be very valuable information. May I ask you, Mr. Stone, if you can tell us in one case what kind of an engine is a class D-78?

Mr. Stone: I imagine she was on the scrap heap long ago.

Mr. Burgess: I did not intend it in that way.

Mr. Stone: I doubt if she is in service. We will tell you

in a minute—No, I haven't got the blueprints here, Mr. Burgess; I have them all over at the room. It is an easy matter to check up with the blueprint of the road.

Mr. Burgess: But you could not tell us from this exhibit?

Mr. Stone: I do not want to be sarcastic at all, but I did not put up this exhibit.

Mr. Burgess: No, but I was seeking information. I thought may be you might be able to advise us.

Mr. Sheean: But, Mr. Stone, all of the Alton engineers, or you, representing the engineers of the Alton Road, and the Alton people, have the blueprints and are enabled to check up these numbers, as to just what they mean?

Mr. Stone: The Alton engineers do not have the blueprints, and, speaking for myself, I had considerable trouble getting the blueprints for this occasion. In fact, I was notified that the only way I could get them on one particular road was through Mr. Trenholm, the Chairman of the Managers' Association. If I might digress a moment, I will find out for you.

Mr. Sheean: I just wanted to know whether or not the impression was intended to be conveyed here by the questions asked, that the engineers upon the Alton, when the Alton Road classifies or designates their engines by numbers and letters, have difficulty in ascertaining and understanding the rate applicable to any engine actually operated, because if there was such an intention in the questions, I would desire to have it cleared up.

Mr. Burgess: Mr. Sheean, the intention of the question was this; I presume that some time the last word will be spoken in the trial and the final determination of the questions before us will rest with the six gentlemen who are trying, at least, to be arbitrators.

Mr. Sheean: Yes.

Mr. Burgess: And probably we will consult the exhibits offered by both sides.

Mr. Sheean: Is it the desire of any of the arbitrators that there be filed with this exhibit, blueprints showing what the Class D-1, 2, 3, or 4 is, because if such desire is expressed they will be gladly furnished.

Mr. Burgess: It was the desire of this arbitrator, at least,

to know what these designations represented, as far as the class of the engine was concerned.

Mr. Sheean: Then we shall be very glad indeed to furnish the blueprints showing all of these designations, for your information; and, as to any of the other roads, Mr. Burgess, if there be like desire. So if you will indicate, either as to the Alton or any other road, we shall be very glad to file in connection with and as part of this exhibit, those blueprints.

Mr. Burgess: But without the blueprint, this exhibit would not show that?

Mr. Sheean: No, and knowing now that you do desire the blueprints as to the Alton, we here and now offer to furnish any other blueprints, or any other supplemental information, that you desire in connection with the exhibits.

Mr. Burgess: Thank you.

Mr. Stone: May I ask a question from counsel for the railroads?

The Chairman: Yes, sir.

Mr. Stone: When you furnish that blue print, will it show the average weight of the engine or the real weight of the engine?

Mr. Sheean: I do not know, Mr. Stone, but anything you indicate as to your desires of what you should like furnished, I shall ask the Alton to provide and furnish and file with the exhibit.

Mr. Stone: You know we have had quite a lot of trouble in determining the weight of these engines and arriving at the real weight. We have learned through sad experience that the weights do not remain the same. We used to get all of that from the engine builders, but that source of information has been cut off, positively refused to give any information on the subject.

Mr. Sheean: If you will indicate anything further than the official classification blue prints that you desire in this connection, we shall be glad to supply anything we can obtain, and will ask the Alton to furnish just what you ask in that regard. I understand now the official classifications of the engine, the blue print showing these different engines is desired, and that is what we shall now ask for. If anything further is desired and you indicate what it is, we will make a similar request.

Mr. Burgess: Mr. Sheean, I do not know and I have not

checked up whether any other railroad classified their engines in the same manner as the Chicago & Alton. If there are other roads, I think it would be well to get them in.

Mr. Sheean: Well, at your leisure, Mr. Burgess. I understand there is no difficulty about getting the official classifications and any of the roads that you indicate at any time during the hearing, we will make the request as to particular roads.

Mr. Burgess: Thank you.

Mr. Stone: We were on page 96. If the 12 engines shown in the first column in the Southeastern territory are on the Nashville, Chattanooga & St. Louis, I think you will find that they are three-crewed locals.

Mr. Sheean: Here is the Alton now, Mr. Burgess.

Mr. Burgess: Thank you.

Mr. Sheean: We can get others at a later time. I thought, perhaps, as we were passing this, you wanted it.

Mr. Stone: On page 116, you show there in the Western territory that 21 per cent of the roads, or the mileage, have no provision in their schedule for mixed train service.

Mr. Bremerman: Yes, sir.

Mr. Stone: Is it safe to infer that they are paid through freight rates?

Mr. Bremerman: At least, yes, sir, or perhaps, in cases, the passenger rate. It is based generally on the character of the service performed, I think, where there is no provision and they do have a mixed train service.

Mr. Stone: On page 119, what is the distinction you draw in the Western territory, for engineers, between freight rates and road rates, according to class of engine?

Mr. Bremerman: I draw none. That is the language of the schedule.

Mr. Stone: On page 124, my understanding is that these percentages shown in the bottom column are the percentages of mileage to the total mileage?

Mr. Bremerman: Yes.

Mr. Stone: Now, take, for example, in column 4, do I understand that 35 per cent of the work train service, out of all the work train service on the Western territory, that assigned men are paid for working days not used?

Mr. Bremerman: On 35 per cent of the mileage in the

Western movement, assigned men are paid for working days not used.

Mr. Stone: Then, it appears to be a well-established practice, does it not?

Mr. Bremerman: Well established on 35 per cent.

Mr. Stone: Well, that is a pretty good start, is it not?

Mr. Bremerman: That is pretty good, yes.

Mr. Stone: And we get over to column 3. Then it is safe to infer that 29 per cent of assigned men are paid for days not used, including Sundays?

Mr. Bremerman: Yes, sir.

Mr. Stone: So that appears to be a well established practice?

Mr. Bremerman: To the extent of 29 per cent.

Mr. Stone: On page 137 is not your total at the top of the page misleading? You call it "turn-around service." Is it not a fact that this is not pay for turn-around service, but is pay for the work you do at the turning around point?

Mr. Bremerman: Yes, it could be transposed "Pay for work at turning point in turn-around service."

Mr. Stone: Well, it might be that the man had gone clear through to another terminal, might it not?

Mr. Bremerman: At turning point?

Mr. Stone: Yes. He might go and turn around and do some turning at a terminal?

Mr. Bremerman: It would be very little, if it was a turning point.

Mr. Stone: If he went to the end of his division and did some work in the yard?

Mr. Bremerman: Yes, if he is in turn-around service.

Mr. Stone: Well, would it be in turn-around service?

Mr. Bremerman: Well, there is a distinction there.

Mr. Stone: You also group into this, do you not, the pay for turning engines, for hostling engines, for watching engines, for turning engines on "Y," and all other work. You group it altogether under this work, do you not?

Mr. Bremerman: What we find in the schedule, "for turning, switching, handling engines, etc., at turning point," yes.

Mr. Stone: Now, page 146.

The Chairman: Mr. Stone, as one member of the Board, I

would like to know exactly what you mean by "turn-around service." Give me an illustration?

Mr. Stone: We don't agree that there is any. The other side claims it is all turn-around service, with the exception of a few through runs.

The Chairman: What do they say constitutes turn-around service?

Mr. Stone: It varies with the different roads. Provision was made in a few schedules for short turn-around service, where they thought the automatic release was unusually burdensome, and they succeeded in having their men agree to put in a short turn-around rule, which provided for going out a few miles and coming back to the terminal, and perhaps going out again, and making a few turns, and running around other crews in the terminal. That was really what was intended by "turn-around service," in the beginning. But abuses crept in, until they claim now that if you go over a division 95 miles and come back the same day that you are in turn-around service, instead of paying for a trip each way.

Mr. Sheean: That is, they insist on paying you twice 95 miles, instead of twice 100 miles for that. The difference between whether it is turn-around or not being whether or not the minimum day applies. That, substantially, would be the case.

Mr. Stone: Although the man has arrived at a designated terminal and he is running "first in, first out," and should be automatically released, as we claim.

Mr. Sheean: The turn-around in the shorter branch, if I might supplement that—for instance, one typical turn-around run is on the Burlington, from here to Aurora. You run those as turn-arounds, Mr. Byram, don't you?

Mr. Byram: No. Galesburg and Mendota.

Mr. Sheean: Well, perhaps you could illustrate some particular example of a turn-around rather than to give a supposed case here.

Mr. Byram: A short run, say 50 or 60 miles, with a crew going out to this point and turning around and coming back. It is not the regular terminal. It is short of the regular terminal, but the crew goes to that point and turns and comes back in continuous service. In that respect payment has been continu-

ous as one trip, where under the automatic release it would constitute two trips.

Mr. Stone: You understand, Mr. Chairman, we would not agree in a thousand years that a trip straightaway of a thousand miles was a straight run.

Mr. Sheean: And that is largely a difference of opinion. If, in practice, they were run out a distance of 60 miles, turned around and ran back 60 miles, under the schedule, many roads would claim that if they paid them for the 120 miles they were paying them equitably, while in their insistence they would ask for 100 miles for the 60 miles run out, and another 100 miles for the 60 miles run back.

Mr. Stone: We might also run around three or four crews who were lying at the intermediate terminal, who were just as anxious to go back as we were.

Mr. Sheean: Does that make it clear?

The Chairman: Yes. I just did not understand the term.

Mr. Stone: On page 146, you show a page for firemen in messenger service. Do you show anywhere in this exhibit what would be paid to an engineer under the same conditions?

Mr. Bremerman: No, sir.

Mr. Stone: Isn't there in quite a number of the schedules a place where an engineer is paid for messenger service?

Mr. Bremerman: I made no study of that, Mr. Stone. I could not say.

Mr. Stone: On page 147, you show a page for firemen watching engines. Why did you not show a page for engineers on the same question?

Mr. Bremerman: The real reason was, I think that ordinarily firemen are used for the purpose. We made no study for engineers, however.

Mr. Stone: Why are firemen used, do you know?

Mr. Bremerman: No.

Mr. Stone: Well, I rather think you do, by the way you smile. It is because they are so much cheaper, is it not?

Mr. Bremerman: Well, the duties of watching an engine, as I see it, is largely to keep her warm, and that is part of the fireman's duty.

Mr. Stone: You never tried keeping an engine warm on a

night when it was 40 below zero. He would do something else besides trying to keep her warm.

Mr. Bremerman: I never was on an engine, Mr. Stone.

Mr. Stone: On page 148, where we request 10 per cent increase where the grade is 1.8 per cent, are we to understand that roads in the Western territory that show no increased rates, either by constructive mileage or certain percentages, have these mountain grades?

Mr. Bremerman: That show none now?

Mr. Stone: Yes.

Mr. Bremerman: I don't know that I quite understand that. Will you read it?

(Question read by the reporter.)

Mr. Bremerman: I don't know as to the geographical situation of the other roads, as to what is a mountain grade.

Mr. Stone: I notice in this Great Northern showing, on page 151—I think the Board will remember the testimony of electric engineer Finn. I think you have left out his piece of track. Between Cascade and Tye. Or else I overlooked it in checking it over.

Mr. Bremerman: The last two lines in the explanation, Mr. Stone, "Leavenworth, Cascade Tunnel, Skykomish, Tye," would that be it? I am not entirely familiar with the line there.

Mr. Stone: The tunnel is between Cascade and Tye. It is a space in between here.

I note on pages 155 and 156, that you show a copy of the rules and regulations, and you also show another column of explanations. Are we to understand that this is the accepted interpretation that has been usually agreed upon by the Committee of Engineers and Firemen and the officials of the company? Or is this an opinion expressed by the official who gives the information?

Mr. Bremerman: This is the information received from the railroad company.

Mr. Stone: You don't know whether the men agree with this expression or not?

Mr. Bremerman: I do not.

Mr. Stone: Beginning with page 157, or, before coming to that, how should we go to work to check the accuracy of this explanation furnished by these officials? Submit it to the men?

Mr. Bremerman: I should think so. That is the way I would do it.

Mr. Stone: Beginning with page 157, what percentage of the mileage is covered by these special provisions you show here? Have you made any computation?

Mr. Bremerman: No, I have not, Mr. Stone.

Mr. Stone: You do not know what percentage of the branches are shown?

Mr. Bremerman: Percentage of the branches?

Mr. Stone: Are they all shown?

Mr. Bremerman: They are supposed to be.

Mr. Stone: Have you made any computation anywhere as to what the percentage of branches on the different systems is, as compared with the so-called main line?

Mr. Bremerman: No, sir.

Mr. Stone: Are we to understand that all of these specified or accepted runs that you show here are run on branches?

Mr. Bremerman: No, sir.

Mr. Stone: They are not?

Mr. Bremerman: They are branch, specified or excepted runs.

Mr. Stone: Then all the specified or excepted runs may be main line runs, may they not?

Mr. Bremerman: I would not say all of them, but there may be and probably are, and I think there are. I know there are on main lines, in some cases.

Mr. Stone: I thought so. The natural inference, from reading that, without reading it close, would be that that was all branch runs.

Mr. Bremerman: The idea in that heading was not to convey that impression. Some schedules will have a section which would be called "specified runs." Others would call them "excepted lines" or "excepted runs." We try to employ all the terms, so as to cover it as well as we could.

Mr. Stone: Turning to 159-A, the explanation shown there for the Chicago, Rock Island & Pacific is, to my mind, a striking example of the methods adopted to deprive men of what rightfully belongs to them, under a schedule, by pressure. You will note there in the second paragraph that this crew is compelled to make a local agreement and accept 37 miles for a day, and if

they do not do it, that they are going to be compelled to move away from their homes. So, rather than sacrifice their homes, they are compelled to enter into a local agreement, in direct conflict with the agreement that is in effect with the company; is that not a fact?

Mr. Bremerman: I only know what the officer says there, that rather than move to West Liberty, they entered into this agreement.

Mr. Stone: Well, most any other man would probably do the same thing, would he not, under those conditions, rather than give up his home and everything else? Is not the pressure on a man under those circumstances—

Mr. Bremerman: I do not know.

Mr. Sheean: Is there anything you find in the schedules that will enable you to answer, as an expert, these hypothetical questions Mr. Stone is now propounding?

Mr. Stone: Mr. Chairman, I kept very quiet and let Mr. Sheean nag my witnesses by the hour; didn't say a word; did not introduce only one or two hypothetical questions. He dealt in them by the hour.

Mr. Sheean: I really thought you had forgotten, momentarily, Mr. Bremerman, —

Mr. Bremerman: I had not forgotten for a minute.

Mr. Sheean: I withdraw my objection.

Mr. Stone: I understand Mr. Bremerman is up here as an expert on schedules, and has put up this exhibit.

Mr. Bremerman: No, I am not an expert. I will disclaim that.

Mr. Stone: You are the one who got up this exhibit?

Mr. Bremerman: I had immediate charge of its preparation, I will admit that.

Mr. Stone: Then you are the man I am asking questions of, not Mr. Sheean.

Mr. Bremerman: I will not admit being an expert, though.

Mr. Stone: On page 173, I see you say in the footnotes at the bottom of the page, "Trolley men on electric locomotives are paid \$3.30 per 10 hours or less, 100 miles or less;" is that correct?

Mr. Bremerman: That is from the Great Northern schedule, yes, sir.

Mr. Stone: Page 174, is it not a fact that electric service in the Eastern territory takes the minimum passenger rate, under the award?

Mr. Bremerman: Yes, sir.

Mr. Stone: Is it not a fact that the electric operation on the New Haven and on the New York Central, that they carry the steam rates and steam conditions?

Mr. Bremerman: New York Central and New Haven do carry the steam rates and conditions.

Mr. Stone: They are probably the largest operators of electric roads in the East, are they not?

Mr. Bremerman: I do not know, Mr. Stone.

Mr. Stone: Page 175; yesterday, in discussing local or way freights, Mr. Sheean said that every one knew what a local or a way freight was, I believe. I think that is the way I read it. On these Western Roads, many of the roads are not shown as having way freights. What is the reason?

Mr. Bremerman: They are not shown as having a definition of a local freight in their schedule. That does not infer that they do not have rates fixed for local freights, in schedule.

Mr. Stone: You are satisfied in your own mind, are you not, that they have way freight service?

Mr. Bremerman: Oh, yes, I think our other exhibit shows that way freight service is provided for on all roads, except some 3 per cent. There is no such inference as that intended to be conveyed here, that these roads that are left blank have no way freight service.

Mr. Stone: I wish you would turn to page 175, and read Rule 54, of the Northern Pacific, the definition of what is a local freight.

Mr. Bremerman: "Rule 54. (a) Local freights are trains whose work is the loading or unloading of freight or doing station switching en route; engineers of such trains will be paid ten (10) per cent increase over regular rates. This rule does not apply to engineers of through freight crew setting out or picking up cars at stations, or the loading or unloading of freight at not more than two points en route."

Mr. Stone: Now, go right over across the page and read the Chicago, Milwaukee & St. Paul, Eastern Lines, Article 5.

Mr. Bremerman: (A) Trains loading or unloading way-

freight or doing switching shall be classed as way-freight and engineers shall receive compensation accordingly.

“B. Engineers on other than designated way-freight trains, required to perform two hours’ station switching in the aggregate at one or more stations or required to perform station switching or loading or unloading at four or more stations between division terminals, shall be allowed way-freight rates. This will not apply to through trains picking up or setting out cars.

“C. When main-line trains are sent to branch lines for switching or unloading freight, they will be allowed to include the branch-line stations at which they switch or handle freight with the stations on the main-line to give the required number to get the way-freight rate.

“D. Way-freight rates will not apply to branch lines of less than 100 miles, except as covered by special agreement.

“E. On branch lines where the mileage is 100 miles or over, and overtime is made, way-freight rates will apply.”

Mr. Stone: That is almost as clear as the definition you read yesterday, from the Boston & Maine, and others, is it not?

Mr. Bremerman: I think they are a good deal clearer than the Boston & Maine.

Mr. Stone: Then it was not necessary to go into Eastern territory to find a definition of way-freight, was it?

Mr. Bremerman: I am sure I do not understand Boston & Maine. Undoubtedly, there are definitions in Western territory, that are shown on page 175.

Mr. Stone: There was one thing you neglected to read, though, on the Boston & Maine. That was the mileage and the rate that went with it. I did not hear you read that.

Mr. Bremerman: I did not show on that sheet. I will read it to you now, Mr. Stone, if you wish.

Mr. Stone: You do not need to. Is it not a fact that where you find everything is nailed down, and rooted at every corner and specified in all these minute details, that it is brought about in order to safeguard the men from the imposition of some official? Is that not what brings these?

Mr. Bremerman: No, I do not find that, Mr. Stone. I do not believe that. While I am not exactly authorized to say these things, I think the Committees come in and the Company meets

them, and they patch it up. We will give them this, with this exception, and between them they arrive at an agreement which makes certain exceptions and grants the requests, in certain respects, and that is my idea of the way a railroad like the Boston & Maine is built up, through years.

Mr. Stone: Each time they come in, they find out that they have lost something, and they wanted to add another page to cover a little more of what they had been losing.

Mr. Bremerman: I do not know what they lost. I guess they always come in for a little more.

Mr. Stone: The official is both judge and jury, is he not, in deciding the case?

Mr. Bremerman: The official is responsible for the management and operation of the road, and its expenditures.

Mr. Stone: Not always the expenditures, is he?

Mr. Bremerman: As to operating, at least.

Mr. Stone: Page 179 shows a very great variety of how they are paid for intermediate switching, and unloading and loading freight, does it not?

Mr. Bremerman: Yes, sir.

Mr. Stone: And from our standpoint, it follows that it is a very strong argument for the need of standardization. But, the fact remains, that it does show that, in a great percentage of the roads, in some form or other, it is recognized and paid for, does it not?

Mr. Bremerman: No provision in schedules for 35 per cent for these special features as to Western engineers. Otherwise, there are provisions.

Mr. Stone: That means that on 65 per cent of the roads in some form or other there is some kind of a provision?

Mr. Bremerman: In the schedule, yes, sir.

Mr. Stone: And the same could be held true of page 182, the loading and unloading of stock, icing cars, and weighing cars between terminals? It is provided for in some form or other, on a great many roads?

Mr. Bremerman: About 50 per cent as to engineers.

Mr. Stone: But, on the roads where it does not show here on page 182, are we to understand that they are not paid for any of this kind of work?

Mr. Bremerman: You are only to understand, as far as I

know, that the schedule makes no specific provision for these items. As to how they would be paid, I don't know.

Mr. Stone: On page 188, have you the list of roads there that you show in the Eastern territory?

Mr. Bremerman: Yes, sir.

Mr. Stone: If you have, I wish you would give it to the secretary. Mr. Chairman, I should like to have the list of roads in Eastern territory appear, that is shown when you speak here of Eastern territory on page 188.

Mr. Bremerman: They appear on what page, is that your idea?

Mr. Stone: Yes, they do appear and you show them, do you?

Mr. Bremerman: Yes.

Mr. Stone: Is it the same as you show in the first of the book?

Mr. Bremerman: Yes, the same roads are continued all the way through the book.

Mr. Stone: Then, that is not necessary.

Mr. Sheean: That is page 3, Mr. Stone.

Mr. Stone: On page 3, those same roads are carried all the way through for the Eastern territory?

Mr. Bremerman: Yes, sir.

Mr. Stone: The fact remains, that by the Eastern Arbitration Award, all transfers in the Eastern territory get the minimum freight rate, do they not?

Mr. Bremerman: All transfers?

Mr. Stone: Yes, transfer service. It was an after settlement, later on; it came later. It is in the supplement, later on.

Mr. Sheean: Have you the supplement there?

Mr. Bremerman: Yes, the supplement to the report says as to Belt Line or Transfer Service:

"The distinction between belt line or transfer service and yard service is clear in most cases. Distinctively belt line or transfer service should not be interpreted as yard service nor should distinctively yard service be interpreted as belt line or transfer service; but conditions are so variable that it is not practicable for the Board to make a clear definition separating the two services in all cases. Where, however, the service clearly partakes of a belt line or transfer character, the mini-

mum through freight rate under the award shall apply. Ten hours or less shall constitute a day's work, time to begin when required to report for duty and to end at the time engine is placed on designated track or engineer is relieved at terminal. Overtime is to be paid pro rata on the minute basis. This award is without prejudice to existing higher rates or rules of service."

Mr. Stone: What one are you reading from? Which supplement?

Mr. Bremerman: Is there more than one? This is the one, Mr. Stone (indicating).

Mr. Stone: I have the one of February 6. Get the one before that.

Mr. Bremerman: In the Eastern Engineers' Award?

Mr. Stone: Yes, I think the ruling was made under date of February 20th. Is that what you are reading from?

Mr. Bremerman: Yes.

Mr. Stone: It does not read like mine. "Where, however, the service clearly partakes of a belt line or transfer character the minimum through freight rate under the award shall apply."

Mr. Sheean: He read that.

Mr. Bremerman: That is what I read.

Mr. Stone: Did you read that?

Mr. Bremerman: Yes.

Mr. Stone: Then I beg your pardon; I was looking for it all the time and I did not hear it. I stand corrected. On page 192, are we to understand from this report at the bottom of the page, as to Mallet engines, that there are only four Mallet engines in yard service, pushing service, in the Western territory?

Mr. Bremerman: There were in the month of October, 1913.

Mr. Stone: Do not all of the Western roads carry a rate for these engines, and in case they are put in service, would they not take the high rate? Don't they show them in their agreements?

Mr. Bremerman: As to Mallet engines?

Mr. Stone: Yes.

Mr. Bremerman: Yes, sir, they show the Mallet engines and the rates therefor. I think you will find that on pages 190 and 191. Page 190, the note denoted by the question mark, the

first note, "Differential of 75 cents and \$1.00 on Mallet engines," 42 per cent.

Mr. Stone: You carry it down there in the footnote at the bottom of the page?

Mr. Bremerman: Yes, the dollar mark rate of 6.05 and 6.30 for Mallet engines, 1.073 per cent. Those are the schedule rules. They occur elsewhere in those footnotes.

Mr. Stone: On page 200, you show our proposed Article 4 there, and then you state, "No schedule provision," for the three territories. You are familiar with the schedules of the other organizations. Is it not a fact that yardmen, and foremen or conductors have a higher rate for beginning at another time than between 6 and 8 A. M. in the morning?

Mr. Bremerman: The hours vary. I would not want to tie it down to 6 and 8, but there is what you call a night differential for switchmen.

Mr. Stone: And also yard conductors and foremen?

Mr. Bremerman: Yes, foremen and helpers they are called, or yard brakemen and yard conductors as they are termed in the East.

Mr. Stone: Is there still the differential from the mountain districts West higher than the valley rate?

Mr. Bremerman: There is a three cent differential west of Denver.

Mr. Stone: Denver west takes three cents higher than east?

Mr. Bremerman: Yes.

Mr. Park: Two cents.

Mr. Bremerman: Two cent differential, yes.

Mr. Stone: On page 202, this shows quite clearly that when any part of the meal hour is worked, they are paid for it under some condition. The practice is quite well established, is it not?

Mr. Bremerman: You say any part, Mr. Stone?

Mr. Stone: Well, some part.

Mr. Bremerman: Yes, some part or all, when it is worked, under the varying provisions, it is paid for.

Mr. Stone: And then they are given the meal hour, they are given time to eat?

Mr. Bremerman: Under pay, yes, sir.

Mr. Stone: Under pay?

Mr. Bremerman: Yes, sir.

Mr. Stone: Have you included Belt and Transfer Service in this percentage? Did I understand you to say you had included Belt and Transfer Service?

Mr. Bremerman: No, only Switching Service, or as the meal hour rules appear under the switching heading in the schedules. How far it may apply to Belt Line or Transfer Service does not appear on this statement.

Mr. Stone: Do you show anywhere on this page,—I have not found it, although I thought I saw it yesterday—in Eastern or Western territory, whether they are paid continuous time?

Mr. Bremerman: That is payment only for meal hours worked?

Mr. Stone: Only for meal hours worked?

Mr. Bremerman: Yes.

Mr. Stone: You don't show that in this statement?

Mr. Bremerman: No, you will find that on page 201, Mr. Stone, in the East; "Eleven hours or less, including dinner hour (continuous time)," on 8.6 per cent as to engineers; and 7.6 per cent as to firemen.

Mr. Stone: Have you anything there to show as to what roads that is on?

Mr. Bremerman: I can give it to you from the detail on page 206. Column 3, Bessemer & Lake Erie, Central Railroad of New Jersey—

Mr. Stone: No, Western territory only.

Mr. Bremerman: Western territory only?

Mr. Stone: Yes.

Mr. Bremerman: As to Western territory I remember of three engineers, on the three Chicago terminal companies, the Baltimore & Ohio, Chicago Terminal, and Chicago & Western Indiana, give 20 minutes for lunch under pay; and the Chicago Junction allows 30 minutes for lunch under pay. That is found in columns 15 and 16 on page 204.

Mr. Stone: Why was it necessary to draw a line so close for the meal hour, with an hour and a half leeway in all these schedules?

Mr. Bremerman: I don't know, Mr. Stone.

Mr. Stone: I note on page 203 you show one hour and thirty-one minutes pays two hours on some of this Western territory, switching service. They carry the advantage all the

way through, do they not, thirty-one minutes pays an hour, and one hour and thirty-one minutes, two hours, and so on?

Mr. Bremerman: Yes. As to one item there at Chicago, outside of Chicago evidently the minute basis applies, but at Chicago, thirty-one minutes constitutes an hour; one hour and thirty-one minutes, two hours.

Mr. Stone: I notice you also show 4 per cent down there in the rates, time and a half for all overtime exceeding four hours. That was the Northern Pacific, was it not, that we discussed yesterday?

Mr. Bremerman: Yes, sir.

Mr. Stone: In the Southeastern territory, one hour and one minute would give two hours, would it not, for three per cent of the roads? The Nashville, Chattanooga & St. Louis?

Mr. Bremerman: That is other yards than those enumerated; less than five minutes, nothing; five minutes, one hour; one hour and 5 minutes, two hours.

Mr. Stone: It says above that, "Less than 15 minutes nothing, 15 minutes and over, one-half hour; 30 minutes and over, one hour; over one hour, two hours."

Mr. Bremerman: Yes, sir, applying to Nashville, Chattanooga, Atlanta, Memphis and Paducah. "Other yards, 12 hours constitutes a day's work; overtime after 12 hours; less than five minutes, nothing; five minutes, one hour."

Mr. Stone: Under that rule at those points, one hour and one minute would be two hours, would it not?

Mr. Bremerman: Yes, sir, or one hour and five minutes would give two hours.

Mr. Stone: No, at those four particular points?

Mr. Bremerman: Oh, yes, over one hour; at those particular points that is correct, yes, sir.

Mr. Stone: And at the other points, one hour and five minutes would give two hours?

Mr. Bremerman: Yes, sir.

Mr. Stone: At page 206, I understand that in column number 3 those roads you show there paid continuous time?

Mr. Bremerman: Yes, sir.

Mr. Stone: That constitutes 8 per cent of the total mileage in the Eastern territory?

Mr. Bremerman: Yes, sir.

Mr. Stone: At page 220, on both the Eastern and Western

roads, the percentage provided for road men in switching service, that is, the percentage of mileage, is very small; while in the Southeast there is quite an amount. The percentage there is quite a good deal higher, is it not, for road men in switching service?

Mr. Bremerman: As to road men in switching service in the West, 33 per cent.

Mr. Stone: Road men in switching service?

Mr. Bremerman: Road men, Mr. Stone.

Mr. Stone: Men, not engines?

Mr. Bremerman: Yes, men, 33 per cent, in the first column, receive road rates when they hold regular runs or engines in road service.

In the East, 5 per cent practically have some provision as to payment when used in switching service; and in the Southeast about 13 per cent.

Mr. Stone: And a great many of the schedules, both in the East and Southeast, make no provision for it at all?

Mr. Bremerman: Yes.

Mr. Stone: So it is safe to say that they are not used so extensively in the Southeast and East as they are in the West, or we would find more of them?

Mr. Bremerman: I am willing to assent to the fact that you find less provisions for them in the schedules, but as to the actual operating conditions, I don't know.

Mr. Stone: On page 224, there is quite a difference in the showing here for road men in switching service, as compared with page 221, yard men going out on the road, is there not?

Mr. Bremerman: I don't get your point, Mr. Stone.

Mr. Stone: On page 221 you show a great many of them where yard engines are run outside of yard limits on the road, and it is split up in a great variety of different percentages.

Mr. Bremerman: Yes, sir.

Mr. Stone: And he is only paid for the actual time at the road rate in many cases; while, on page 224, you show these men, when they come into the yard, bring the road rate with them; that is, when the road men come into the yard?

Mr. Bremerman: To the extent that is shown by the summary here, of 5 per cent in the East; about 12 per cent in the Southeast, and 33 per cent in the West.

Mr. Stone: Where do you show the West?

Mr. Bremerman: On page 220, Mr. Stone, the summary. That is, in the West there are provisions for road men in switching service, that is, their pay in the schedules, representing 33 per cent of the mileage.

Mr. Stone: Why did you make the second exhibit on page 224, for road men in the East?

Mr. Bremerman: In the East, or any territory?

Mr. Stone: In the East, and why did you make the second exhibit on page 224 after you had compiled the exhibit on page 220?

Mr. Bremerman: Page 224 is the detail covering the summary, Mr. Stone, giving more nearly the full rules.

Mr. Stone: On page 228, if I get you correctly, of the engineers in the Western territory, 8 per cent are paid an arbitrary allowance of 30 minutes before leaving roundhouse?

Mr. Bremerman: Yes, sir, 4.8 applies to all service; 3.1 applies to road service only, and half of one per cent to freight service only.

Mr. Stone: Why should not this 6 per cent "30 minutes before ordered to leave roundhouse or other designated track" be added to your 8 per cent?

Mr. Bremerman: You can if you want.

Mr. Stone: Is it not practically the same thing?

Mr. Bremerman: One is entirely arbitrary, and the other is the time if the road trip begins earlier. As Mr. Sheean explained yesterday, the Committee showed the arbitrary payments under the head of "Preparatory Time," and the other payments as to when the road time begins.

Mr. Stone: On page 233. This clearly shows for the Western territory, does it not, that a very large percentage of the engineers are paid terminal delay in some form or other?

Mr. Bremerman: Well, this covers the beginning or ending, yes. No provision in schedules as to beginning or ending of initial terminal delay in 11 per cent?

Mr. Stone: Outside of that, broken up into a great variety of form, they are paid in some form.

Mr. Bremerman: There are provisions saying when it will begin and end.

Mr. Stone: So 85 per cent of them are paid in some manner, are they not?

Mr. Bremerman: Yes, sir, the table on page 245 would

give the future payments. That is initial terminal delay for engineers in the West. There are provisions in all of the schedules, but those representing 3.8 per cent, and for final terminal delay in all of the Western schedules for engineers, but 24 per cent you have provision for final terminal delay.

Mr. Stone: Taking your 245 exhibit, it does show that the practice is almost universal.

Mr. Bremerman: Yes, in one form or another.

Mr. Stone: And the same is practically true of 246, on the terminal delay, is it not, in some form or other, in a large majority of the percentage of mileage?

Mr. Bremerman: 246 is for Firemen. 245 is for Engineers. They are both on terminal delay. They show practically the same thing, that in all except some three or four per cent, terminal delay provisions appear in the schedule.

Mr. Stone: Do I understand your figures correctly on page 246, that 70 per cent pay this separately from road trip for firemen in the Western territory.

Mr. Bremerman: Yes, initial terminal delay.

Mr. Stone: And the 73 per cent on page 245, would be paid to engineers?

Mr. Bremerman: Yes, sir.

Mr. Stone: And final terminal delay for Western territory, 57 per cent are paid separate from the road trip, on page 254.

Mr. Bremerman: 57 per cent, yes, engineers' final terminal delay. Firemen, on page 246, 54 per cent final terminal delay.

Mr. Stone: Page 264 shows the terminal delay for the Eastern territory?

Mr. Bremerman: Yes, sir.

Mr. Stone: Page 265; yesterday, I think you overlooked it? You did not mention it, at least. It shows much better for the men in the Southeastern territory than the Eastern does, does it not?

Mr. Bremerman: That is, it shows a delay here at initial terminal—an initial terminal delay, Mr. Stone. I do not like to undertake to measure the final terminal delay provisions, as between the two. The Southeast does not provide initial terminal delay, while there is very little in the East.

Mr. Stone: It also provides for final terminal delay, while in the East, under the Award, you have to wait an hour before

you get any. It begins on many of these roads in the South, the minute they strike the yard limit board?

Mr. Bremerman: Yes, I think you will find in the West, generally, the hour is paid for, and generally speaking, it is paid in the South, while in the East it is not paid for.

Mr. Stone: On page 266, terminal switching, this shows, does it not—this synopsis shows that it is almost the universal practice to pay for this in some form or other?

Mr. Bremerman: There are provisions in all schedules, except those representing 3.7 per cent of the mileage, as to engineers.

Mr. Stone: It is safe to say over 96 per cent of the mileage in Western territory pays for terminal switching.

Mr. Bremerman: In one form or another, yes, sir.

Mr. Stone: And 56 per cent pays separate and distinct from Road time?

Mr. Bremerman: Yes, sir.

Mr. Stone: And it is practically the same percentage for the firemen?

Mr. Bremerman: Along the same lines, yes, sir.

Mr. Stone: On page 272, you, with your years' experience, are fairly familiar with the schedule of the Conductors and Trainmen also, are you not?

Mr. Bremerman: Somewhat.

Mr. Stone: Is it not a fact that it is almost the universal practice in the Western territory that they have the automatic release for pools or chain gang freight service?

Mr. Bremerman: I recall no schedule now that uses the language, "automatic release."

Mr. Stone: Perhaps they do not use the language, but the fact remains that the crews are run first in, first out, and are released at the terminal on arrival, are they not?

Mr. Bremerman: Our side of special provisions or practices, where they make separate deliveries, such, for instance as were testified to here to the T. & P. from M. O. & G., such as that. I think the practice is pretty well understood as to where they are released. There are agreements in the Engineers' and Firemen's, as there are in the Conductors' and Trainmen's, what are called "zone agreements," permitting the running of crews in and out within a district.

Mr. Stone: Is it not a fact that many of those provisions are for emergency service only?

Mr. Bremerman: I know some are. They are provided for regular service.

Mr. Stone: Yes, a few, but there are also many, are there not, where it is emergency?

Mr. Bremerman: There are rules covering emergency, as we will find here.

Mr. Stone: You show here, on page 272, the rules providing for automatic release, miscellaneous rules, and so forth. Do you show anywhere, in any of these pages—the reason why I ask is because I have not had time to check it in detail—do you show, anywhere, the rules providing for freight crews being run first in, first out, in pools or chain gang service?

Mr. Bremerman: We handle no seniority rules.

Mr. Stone: That is an operation rule.

Mr. Bremerman: We did not handle that rule or an operation rule.

Mr. Stone: Well, it is a fact, is it not, from your familiarity with schedules, that it is almost universal for crews in pools or so-called chain gang service, to run first in first out at terminals?

Mr. Bremerman: Yes, our exhibit, page 140, as to run-arounds, you will find where some mention is made of that. The third from the last item on the left hand column, "Unassigned crews run first in and first out, but no penalty for run-arounds, 43 per cent;" but we have made no reproduction of the first in and first out rules, in their entirety.

Mr. Stone: I wish you would turn to page 273 and read Rule 33, Great Northern.

Mr. Sheean: Pardon me, Mr. Stone, I had him read that rule in the record this morning, of the Great Northern, and unless you want to repeat it—I did not have any objection to it, but thought possibly you did not notice that it was read in this morning.

Mr. Stone: Let it go in, on cross-examination.

Mr. Bremerman: Rule 33. "Engineers arriving at terminals or end of run are automatically released. Under this rule it is agreed that the Company will be allowed to run Engineers to first siding out of regular terminal to pick up trains set

out account of blocked yard, and run through terminal with same."

Mr. Stone: That would mean that in emergency cases, when the yard is blocked there, that they could go out to pick up a train, or they could run through the yard to the first siding and set out the train.

Mr. Bremerman: Yes.

Mr. Stone: In all other cases, they are automatically released, are they not, under that rule?

Mr. Bremerman: The rule further says, "This will not prevent the assignment of engineers to a succession of short trips out of a terminal, provided that second or any succeeding trip shall leave the terminal within ten hours from the time called to leave designated track on first trip, or provided the actual miles run are less than one hundred, otherwise the additional run will be considered as commencing a new day. Engineers so assigned not to be run-around by each other at their terminals. The term assignment, as used in the foregoing, applies where there are 15 or more days continuous service."

Mr. Stone: That line "engineers so assigned not to be run around each other at terminals," would practically drag the curse off it, would it not?

Mr. Bremerman: Depend on what you mean by "curse."

Mr. Stone: He don't have to run-around. They cannot run him around another crew laying on terminal, to send him out again on his trip.

Mr. Bremerman: That is, engineers so assigned not to run around by each other, not by other crews.

Mr. Stone: What would you understand "assigned to turn-around trip?" What do you call "crew assigned?"

Mr. Bremerman: When he is assigned to that, he does not stand in the pool to catch other service. He can take only that service to which he is assigned.

Mr. Stone: Then he is taken out of the pool service entirely?

Mr. Bremerman: Yes, and evidently put in this assigned pool, this preferred pool, if you may call it that, and takes only what he gets in his turn in that short run pool.

Mr. Shea: Supposing it was a special assignment?

Mr. Bremerman: Of one day or one run?

Mr. Shea: One trip.

Mr. Bremerman: The rule says this will not prevent the assignment of engineers to a succession of short trips out of a terminal; also says the term "assignment" applies where there are fifteen or more days continuous service.

Mr. Shea: Now, one assignment, and he made a short run in five hours, say of fifteen miles, and there were other crews in the pool, could they run him out again?

Mr. Bremerman: Yes.

Mr. Shea: Around other men in the pool?

Mr. Bremerman: Yes, he is in a special assignment. The rule says he cannot run around other men that may be in his assignment with him, but if he is alone, I see no reason. He cannot run around himself. He is the only man there to run around.

Mr. Shea: And supposing there were other men on the board?

Mr. Bremerman: He is not on the Board.

Mr. Shea: I say, supposing there is a special assignment of men, who are called from the pool board to make a short run, and say, for instance, he makes fifteen miles in five hours; he goes out fifteen miles and comes back; could they send him out again to make another trip, if there were other men on the board, ready to go out?

Mr. Bremerman: I would understand so, from the rule, if he was assigned to this succession of trips, under the rule.

Mr. Shea: I am not talking about assigned to a succession of trips. I am talking about when one crew is called and goes out and makes a short trip and then comes back.

Mr. Bremerman: Oh, no, I do not understand that.

Mr. Stone: On page 274, the Northern Pacific, read Rule 6.

Mr. Bremerman: "Rule 6. Engineers arriving at terminals or end of run are automatically released."

Mr. Stone: Rule 30, on that same page, provides for passenger service only for turn-around service, does it not?

Mr. Bremerman: Yes, sir.

Mr. Stone: Now, I wish you would read Burlington Rule, No. 21.

Mr. Burgess: Where is Burlington?

Mr. Bremerman: Page 272. "Rule 21. Terminals are the points where runs begin or end. A turning point on a turn-

around shall be considered as an intermediate point on a continuous run."

Mr. Stone: It is also true that the Burlington has the first in, first out rule, has it not?

Mr. Bremerman: Yes, sir, in chain gang service.

Mr. Stone: The only way they can get around the running first in, first out, is by their Rule 23, is it not, by again calling a man and running him around everybody in the terminal?

Mr. Bremerman: Well, I do not know whether that is the only way. The Rule 23 provides one way, at least.

Mr. Stone: Now, take your Illinois Central rule number—

Mr. Sheean: The Illinois Central is at page 273, Mr. Stone.

Mr. Bremerman: It is in the second column, at the bottom.

Mr. Stone: Bottom of the second and top of the third column.

Mr. Sheean: That was read in this morning, too, Mr. Stone.

Mr. Stone: The Illinois Central also pays for switching at these turn-around points on their short turns, even when the switching is done on their own trains, do they not?

Mr. Bremerman: The rule reads: "On turn-around trips, where actual mileage is allowed, engineers will be paid at overtime rates, for switching at the turning point when same exceeds 30 minutes. This not to apply to local freights."

Mr. Stone: In your note of the Illinois Central, at the top of the third column—you have a note there?

Mr. Bremerman: Yes.

Mr. Stone: "It is understood that 'a trip is completed' when the train arrives at the point of delivery." I do not see the Union Pacific here for Automatic Release.

Mr. Bremerman: Page 275, Mr. Stone.

Mr. Stone: Under date of August 31, 1912, the Union Pacific had a ruling as to the meaning of Section 1 of Article 3, that when they arrived at the terminal they were automatically released, and when used again a new day began. I don't find it here anywhere.

Mr. Bremerman: Well, I did not find it in the schedule.

Mr. Stone: It may be a bulletin ruling, that is not in print in the schedule, but you will find under that date that such an agreement was reached.

Mr. Bremerman: We had only the schedules, Mr. Stone.

Mr. Stone: On pages 276 and 277, these are all largely to show that they are simply provisions for emergencies, are they not?

Mr. Bremerman: No, I would not want to say that, Mr. Stone. I think they show what rules there are there that are contrary to the principle of automatic release, or that form exception to it where it may exist now.

Mr. Stone: On pages 278 and 279 you show the summary of "the Hours of Service Law." That is what it really amounts to?

Mr. Bremerman: Yes, sir.

Mr. Stone: In the Southeastern territory, you show there, all the way through, the "Standard 'Hours of Service Law' rule with Eastern Awarded Article 'E' omitted," in many places?

Mr. Bremerman: Yes, sir.

Mr. Stone: And in other places you show the standard hours; but the fact remains that the Southeastern territory has the best rules governing "Hours of Service" of any section of the country?

Mr. Bremerman: I did not weigh them as to their relative value.

Mr. Stone: And yet you very evidently overlooked it. You would lead us to believe that it was the standard agreement arrived at here in Chicago.

Mr. Bremerman: We say, with the exception of certain articles omitted.

Mr. Stone: Article E?

Mr. Bremerman: Yes. There was no intention to mislead there, Mr. Stone.

Mr. Stone: I did not think there was, or I would not call your attention to it. The fact remains, that in nearly all roads in the South, when you resume duty a new day begins, and you would be paid a new day for going on, if it was only five miles?

On page 282. A number of these roads in Western territory provides that crews cannot be relieved between terminals except for the Hours of Service Law, do they not?

Mr. Bremerman: Without receiving pay.

Mr. Stone: That is, they are under pay under other conditions?

Mr. Bremerman: Payment of overtime.

Mr. Stone: It they were relieved or tied up between terminals they would be paid continuous time, would they not?

Mr. Bremerman: "Will not be tied up between terminals to avoid payment of overtime, except account Federal or State law" 31 per cent.

Mr. Stone: And that is also common practice in the Southeast and the East, is it not?

Mr. Bremerman: Well, 66 per cent as to engineers and 69 per cent as to firemen in the East have no provision for tie-ups other than under the law. 39 per cent in the South, as to engineers. 19 per cent as to engineers "will not be relieved (without pay) between terminals, and held for further duty, except in compliance with Hours of Service Law, to afford rest when asked for, or when line is broken by act of Providence."

Mr. Stone: Just what do you understand is an act of Providence?

Mr. Bremerman: It is a pretty big question. I think I shall have to duck that, Mr. Stone.

Mr. Stone: Do you understand that a hot box that wasn't properly cared for by some competent inspector in the yard was an act of Providence?

Mr. Bremerman: It might be.

Mr. Stone: I know a number of railroads have claimed that, but I hardly thought you would claim it.

Mr. Bremerman: The car inspector might have been subject to an Act of Providence, and failed to inspect it.

The Chairman: Suppose it was properly cared for by that inspector?

Mr. Bremerman: So far as I can see, it seems to me he has properly discharged his duty if he inspected it properly and it developed trouble after. I don't know who you would charge it to except to an act of Providence.

The Chairman: You would hardly charge that to an act of Providence, would you?

Mr. Stone: It has been done, yes, sir.

Mr. Bremerman: I don't know that you would say you would charge it to an act of Providence, but you could, at the least, say if it had been properly inspected that it was not due to any fault of man.

Mr. Stone: Suppose he didn't have enough oil to oil the boxes?

Mr. Bremerman: That would be a different thing. That would be improper inspection, of course.

Mr. Nagel: It is obvious we want a standarization of opinion on that question.

Mr. Bremerman: I think you will have to get a better theologian than I.

Mr. Stone: We had a question that had to go back to the Managers' Association in the East to settle, where they had a fog down in Norfolk bay, and they held crews clear down the line, and claimed they had to hold them because of an act of Providence, and yet it occurred clear across the bay from where the road was. They did not get their lighters across the bay. After referring it to the Managers' Committee, they agreed that the act of Providence would have to occur between the point where the man was lying and his home terminal.

I see you show, in this Eastern territory, Mr. Bremerman, that the firemen are paid after 18 hours. Is it a fact—

Mr. Bremerman: On what page, Mr. Stone?

Mr. Stone: Page 288.

Mr. Bremerman: Yes.

Mr. Stone: Is it not also a fact that the conductors and trainmen are paid the same under their recent Award?

Mr. Bremerman: Article M of the Conductors' and Trainmen's Award in the East, dated November 10, 1913, reads:

"Conductors and trainmen in pool freight and in unassigned service held at other than home terminal will be paid continuous time for all time so held after the expiration of 18 hours from the time relieved from previous duty, at the rate per hour paid them for the last service performed. If held 14 hours after the expiration of the first 28 hour period, they will be paid continuous time for the next succeeding ten hours, or until the end of the 24 hour period, and similarly for each 24 hour period thereafter. Should a conductor or trainman be called for duty after pay begins, time will be computed continuously. For the purpose of applying this rule the railroad company will designate a home terminal for each crew in pool freight and in unassigned service."

Mr. Stone: Then, it is safe to assume that outside of the

engineers the 18 hour rule is almost universal in the Eastern territory?

Mr. Bremerman: I did not check them exactly, I think they are pretty near the same. The 18 hour rule applies to both conductors and trainmen and firemen in the Eastern territory under the respective awards.

Mr. Stone: On page 289, in the Southeast territory, you show 87 per cent of the mileage pays for "held away from home terminals" for engineers.

Mr. Bremerman: Yes, unassigned men.

Mr. Stone: I mean unassigned men.

Mr. Bremerman: The 28 hour rule is the same as in the East, practically.

Mr. Stone: And it is safe to say that in the absence of any schedule for the firemen that the firemen are paid the same as the engineers on the same engines, is it not?

Mr. Bremerman: The firemen have—

Mr. Stone: A few, but not many.

Mr. Bremerman: Those for which we have schedules.

Mr. Stone: Show 39 per cent?

Mr. Bremerman: Yes.

The Chairman: Will you suspend, Mr. Stone?

(Whereupon, at 5 o'clock P. M., on January 21, 1915, an adjournment was taken until 10 o'clock A. M., Friday, January 22, 1915.)

IN THE MATTER OF THE
 ARBITRATION
between the
 WESTERN RAILWAYS
and
 BROTHERHOOD OF LOCOMOTIVE
 ENGINEERS
and
 BROTHERHOOD OF LOCOMOTIVE FIRE-
 MEN AND ENGINEMEN
under the Act approved July 15, 1913, by agree-
ment dated August 3, 1914.

Chicago, Illinois, January 22, 1915.

Met pursuant to adjournment at 10:20 A. M.

Present: Arbitrators and parties as before.

The Chairman: Gentlemen, my attention has been called to a letter written by Hon. William L. Chambers, Chairman of the Board of Mediation and Conciliation, and addressed to the Secretary of this Board. It is my purpose to have this letter incorporated as a part of the record. The letter speaks for itself, and is as follows:

“Washington, January 20, 1915.

“My dear Milstead:

“It is my practice each day to run through the volume of arbitration proceedings as they come to my desk, and sometimes I find myself interested enough to read through the whole volume when time permits. The concluding pages of Vol. 28 and the opening pages of Vol. 29 were particularly interesting, and I was very glad to read what Judge Pritchard said in Vol 29, in explanation of what had been said in Vol. 28.

“There was, of course, nothing objectionable in what transpired in the first instance, because Judge Knapp and I knew no criticism of us was intended, and in fact both of us having had experience on the bench are able to interpret such things in the proper light; but what was said was susceptible of being

otherwise interpreted by people who are not so familiar with court proceedings. Neither the remarks of Judge Pritchard nor of Mr. Stone caused us the slightest displeasure. Both of these gentlemen, and in fact all of the parties connected in any way with this arbitration are broad gauge enough to know that it is our duty to supervise the expenditures of the money intrusted to our administration by Congress, whether the appropriation be small or large, and that we would not under any circumstances exercise the power, if we possessed it, of limiting the cost of this arbitration, to the extent of one dollar, at the sacrifice of the material interests of either party thereto. We realize the importance of this arbitration, not only in its bearings upon the law itself, but upon the very much higher and broader interests of the general question of the arbitration of labor disputes, to allow pecuniary considerations to interfere with the orderly and proper consideration and determination of the great questions involved. At the same time we hope and have every reason to believe that everybody connected with the case will co-operate towards as economical an accomplishment of this result as all the conditions will permit, and I believe that Messrs. Stone and Carter are as sincerely in sympathy with these sentiments as I am.

“Sincerely yours,

“W. L. CHAMBERS,

“Commissioner.

“Mr. H. S. Milstead, Secretary,

“Board of Arbitration,

“Congress Hotel, Chicago, Ill.”

Mr. Nagel: Mr. Chairman, since this letter is to go into the record, I think perhaps a few words should be said.

So far as the hearing and the decision of these demands are concerned, I of course take the position that both rest entirely and exclusively with the Board of Arbitration. Nor do I understand that there is anything in this letter suggestive of another view.

So far as the expenditures are concerned, it is, of course, obvious that Judge Chambers is anxious to hold them down as much as possible. With that, we are in entire sympathy. I regard the letter as nothing more than a statement of his posi-

tion upon that subject, and not as comment by way of criticism or admonition. If the latter interpretation were to be placed upon it, I, for one, should be compelled to say that such comment has not been invited by the course which we have pursued here.

DAN H. BREMERMAN was recalled for further examination, and having been previously sworn, testified as follows:

Mr. Stone: When we closed last night, Mr. Bremerman, we were on page 290, I believe?

Mr. Bremerman: Yes, sir. That is my mark here.

Mr. Stone: On page 290, in the Southeastern territory, it is a fact, is it not, that engineers deadheading are paid the same as the engineers handling the train, if they are not used again within fourteen hours, on 9 per cent of the roads?

Mr. Bremerman: Yes, sir.

Mr. Stone: It is also a fact that 5 per cent pay the full rate if not used again within eighteen hours?

Mr. Bremerman: Two per cent, Mr. Stone.

Mr. Stone: That is right. My mistake. They very clearly establish the minimum day's pay in the two cases mentioned, if not used again during the day, do they not?

Mr. Bremerman: They provide that they will be paid the same as the engineer of the train on which deadheaded, if not used again in fourteen or eighteen hours.

Mr. Stone: Well, an engineer doing any service in a day, would be guaranteed a minimum day's work for active service, would he not?

Mr. Bremerman: Yes, sir, under the ordinary schedule.

Mr. Stone: On page 293, what do you understand there, on the Pennsylvania Lines East, by "Marking up on arrival?"

Mr. Bremerman: They go on the board for service.

Mr. Stone: First out or last out? Is there anything in the article to show?

Mr. Bremerman: The rule does not show.

Mr. Stone: It simply says he marks up?

Mr. Bremerman: Yes.

Mr. Stone: On page 295, both the Southern and the Atlantic Coast Line, guarantee the minimum day if not used again on

that date? The Atlantic Coast Line with a minimum of five dollars, does it not?

Mr. Bremerman: Minimum day of Five Dollars, Atlantic Coast Line. Southern, the minimum day will apply when other service is not given within ten hours from the time deadhead trip is completed.

Mr. Stone: Do you show anywhere on any of these tables, Mr. Bremerman, the amount of deadhead mileage paid in each of these territories?

Mr. Bremerman: No, sir.

Mr. Stone: The percentage of deadhead mileage as compared with other mileage is very small, is it not? The reports from the different railroads show it.

Mr. Bremerman: I have not seen them, Mr. Stone.

Mr. Stone: On page 296, take your Western territory there. "Pay for hostlers, 47 per cent show that hostlers shall receive and deliver engines on designated track?"

Mr. Bremerman: Yes, sir.

Mr. Stone: 13 per cent show that hostlers shall receive and deliver engines on designated track, and of course with the additional provision that where engineers are required to house engines or take them out of roundhouse they shall be allowed five miles for each move?

Mr. Bremerman: Yes, sir.

Mr. Stone: Also two per cent, hostlers shall receive and deliver engines on designated track, and when engineers house engines they shall receive ten miles for the work.

Mr. Bremerman: Ten miles in this case.

Mr. Stone: So, really, that 15 per cent should be added to the 47, should it not, instead of being divided up in that way?

Mr. Bremerman: Well, that is optional, Mr. Stone. We prefer to state exactly what they said.

Mr. Stone: But the fact remains that on 60 per cent of the road— Pardon me, had you finished?

Mr. Bremerman: I wanted to explain that we stayed away from combining them, as we thought we might be liable to criticism somewhere if we did combine them, unless they are the same.

Mr. Stone: Well, aren't they exactly the same, so far as the work of the hostler is concerned, with the additional pro-

vision of making a rule as to how an engineer shall be paid in case of an emergency, that is, if called on.

Mr. Bremerman: Yes.

Mr. Stone: Then it is true that the practice of providing hostlers to handle engines to and from designated tracks is in practice today on over 60 per cent of these Western roads?

Mr. Bremerman: Approximately that percentage of the mileage.

Mr. Stone: On page 297, Western territory, if I understand your figures correctly, 24 per cent in the Western territory have no provision in the schedule, and 1.7 per cent, no schedules available?

Mr. Bremerman: Yes, sir.

Mr. Stone: That would mean, then, that over 74 per cent recognize the right of either the engineers or firemen to fix rates and legislate for hostlers, would it not?

Mr. Bremerman: Not necessarily, Mr. Stone. You will note some of them say that if firemen are used the pay is so much per hour. No regular hostler's rate shown. Others show a rate of 97.50 as applying to firemen when used as hostlers.

Mr. Stone: But who legislates as to the schedules, the hostlers themselves or the firemen or engineers?

Mr. Bremerman: Oh, they are taken from the engineers' and firemen's schedules.

Mr. Stone: Then they legislate for them, do they not?

Mr. Bremerman: They made a rate, at least in that case, if they acted for the hostlers, and in other cases they act directly for the hostlers.

The Chairman: Are hostlers members of either one of the organizations?

Mr. Stone: Yes, it is safe to say that in that 75 per cent shown, that a large majority of them are members of one or the other, or members of both of the organizations.

The Chairman: However, they have no independent organization of their own, have they?

Mr. Stone: No, sir. They are, in nearly every case, almost every case, taken from the firemen. There are a few cases where they are engineers who, perhaps, from failing eyesight or some physical defect, are no longer able to do the heavy road service, and they are given a position as hostler.

The Chairman: As I understand it, they have been taken care of before by provisions that were inserted either by the firemen's organization or the locomotive engineers' organization?

Mr. Stone: Yes, sir, and the rate of pay has been fixed as it is shown on this page.

The Chairman: In that way?

Mr. Stone: Yes, sir.

The Chairman: And this table, as I understand it, shows the per cent—

Mr. Stone: Of roads that recognize—

The Chairman: That principle?

Mr. Stone: That principle, yes, sir. That is my understanding of the exhibit, and that is what I am trying to bring out from it.

The Chairman: Yes.

Mr. Stone: I am doing all of this, Mr. Chairman, to simply show that most of our requests are not new; that they are something that are already in actual application.

The Chairman: Well, the Board is very much interested in the matter, and we would be glad to have everything pertaining to it brought out by both sides.

Mr. Stone: The same is true of the Eastern territory and the Southeastern territory, is it not, to a more or less extent? The percentages vary, of course?

Mr. Bremerman: Yes, sir.

Mr. Stone: And on page 298, you find the basis of a day's work, as copied from the schedules, do you not?

Mr. Bremerman: Yes, sir.

Mr. Stone: It is very evident that somebody made the schedule, or it would not be there?

Mr. Bremerman: The schedules provide the basis of a day's work for hostlers, in 70 per cent of the mileage.

Mr. Stone: And on your page 299, you show that 55 per cent of the mileage in the Western territory have agreements covering regular hostling positions?

Mr. Bremerman: Yes, sir.

Mr. Stone: And on 63 per cent of the Eastern territory, firemen legislate for hostlers, and on 12 per cent, either engineers or firemen legislate?

Mr. Bremerman: Yes, sir, as shown by the schedules containing provisions for their rates.

Mr. Stone: The following pages are the basis of a day's work, and so forth. Turn to page 303. Regarding the question of the meal hour, you will find it in column 6. It is well established by a number of the roads engaged in this arbitration—the principle of the meal hour is well established and is provided for, for hostlers, is it not?

Mr. Bremerman: The meal hour is provided for, for hostlers, on 25 per cent of the western mileage.

Mr. Stone: On page 310, or, rather, 309,—turn to 309, first, if you will. You show simply a blank page.

Mr. Bremerman: Yes, sir.

Mr. Stone: No surprise tests or no rules governing surprise tests?

Mr. Bremerman: Yes.

Mr. Stone: Are we to understand from this that there are just as many surprise tests in the Eastern and Southeastern territories as anywhere else?

Mr. Bremerman: You are only to infer from this that there are no schedule rules on surprise tests.

Mr. Stone: On page 310, I understand from this showing that there is no provision for assistance for the firemen, in any way, shape or form?

Mr. Bremerman: No, sir.

Mr. Stone: Although both the East and Southeastern territory do show assistance in some form or other?

Mr. Bremerman: Yes, sir.

Mr. Stone: And that in our Western territory we carry the banner for "safety first" and are in the lead; and yet it is true, is it not, that all the assistance the firemen will get in the Western territory is either from the help of the engineer or the train crew?

Mr. Bremerman: I do not know as to the operating conditions, Mr. Stone, over the wide territory. There are no schedule provisions, at least.

Mr. Stone: You did not read any of the testimony of the witnesses, did you?

Mr. Bremerman: I read it.

Mr. Stone: You will recall, no doubt, that a number of

them testified to the help that was given them by engineers, in shoveling down coal and helping them fire?

Mr. Bremerman: I read that in the record, yes, sir.

Mr. Stone: On page 312, why do you split up your percentages in the way you do, in regard to setting up wedges, filling grease cups and cleaning headlights?

Mr. Bremerman: They cover three separate items and we thought they should be treated separately.

Mr. Stone: But under each item itself, why do you split them up as you do?

Mr. Bremerman: Taken from the language of the schedule.

Mr. Stone: The fact remains that the principle is well established in all three territories, that engineers are not required to set up wedges, or fill grease cups, or clean headlights on a large percentage of the roads?

Mr. Bremerman: Yes, in the West on all except approximately 40 per cent. In the East, all except—well, it varies from 75 no provision setting up wedges; 29 no provision filling grease cups, and 20 per cent cleaning headlights.

Mr. Stone: And the firemen shows almost no provision, but it was necessary for us to incorporate the engineers and firemen both in this, to keep from switching the duty from one man to the other. I might explain, Mr. Chairman, if I be permitted, that in the East the firemen arbitrated the question of filling lubricators. The Board of Arbitration decided that they did not have to fill lubricators. Now, on a number of roads, the companies have just discovered that it was always an engineer's duty to fill lubricators, and they have issued a bulletin accordingly.

The Chairman: You mean, in the East?

Mr. Stone: In the East, and that is the reason why we cover both engineers and firemen in this Western territory, so that they cannot switch from one to the other. On page 322, I am particularly interested in that arbitration plan that is shown there for the individual fireman, when he thinks he wants help.

The Chairman: What page is that, Mr. Stone?

Mr. Stone: Page 322. I would like to invite the attention of the Board particularly to this situation that confronts the men in that territory. Before the average fireman, who thought

that he needed relief, could go through all of this course and get an arbitration board and have it decided whether or not he needed assistance, the chances are he would either be worn out, through overwork, or would be so old that he would be retired; and I am satisfied that the effect of this would be that the remedy is so far away from the individual fireman, that he will be compelled to suffer in silence from it, rather than go through that long routine.

The Chairman: You refer to the provision in the Southeastern territory?

Mr. Stone: Yes, sir, where the only way, if the company and they disagree as to the help of the second fireman, or the only way he can get it is through this same arbitration course that we are going through now, only with a Board of five members.

Mr. Burgess: Pardon me, Mr. Stone, but the Chairman asked if that was in the Southeastern territory.

Mr. Stone: Well, they have located it here in the Southeastern territory. The Chesapeake & Ohio and Chesapeake & Ohio of Indiana runs into Chicago, and they have persistently claimed that they belonged in the Eastern territory. This road is on a nine hour day in freight service, and I believe is the only road running out of Chicago, to the East, that is on a nine hour day, and I have always claimed that they did not belong in the Southeastern group.

Mr. Burgess: The point I wanted to bring out, Mr. Stone, is that this Arbitration Award here, as set forth, was in the Eastern territory, was it not?

Mr. Stone: Yes, in the Eastern Arbitration Award that was handed down in the East, and is applied and written into the Chesapeake & Ohio schedule.

Mr. Byram: Does it only apply to those roads, Mr. Stone?

Mr. Stone: Mr. Carter informs me that it applies to all the roads that participated in the Eastern territory in the arbitration.

Mr. Byram: That was an Arbitration Award?

Mr. Stone: Yes, sir.

Mr. Sheean: And the Chesapeake & Ohio, as I understand this, although they were not parties to your arbitration adopted

the language of the Award in the Eastern Arbitration and wrote it into the schedule of the Chesapeake & Ohio.

Mr. Park: And they are the only road that it is written into?

Mr. Stone: I am inclined to think, without criticising them, that they caught them asleep at the switch.

Mr. Byram: Did the men keep it out of the other schedules?

Mr. Stone: I do not know. Mr. Carter will tell you about that.

Mr. Carter: Mr. Chairman and gentlemen: I do not know whether it is written in the schedules or not, but it is in effect, because of the Eastern Award, on the railroads that participated in that Arbitration.

Mr. Byram: It is in effect, then, though it may not be written in the schedule?

Mr. Carter: Yes, sir.

Mr. Sheean: As I understand, the Chesapeake & Ohio was not a party to that arbitration, but adopted as a part of its schedule the award made in Eastern territory, and is shown on this page, because the Chesapeake & Ohio has written into its schedule the provisions of the award made as to other roads.

Mr. Park: Then, Mr. Carter, at the expiration of the year it will be of no force, as I understand it.

Mr. Carter: I think it would be accepted by both the railroads and employes, in all arbitrations, that an award is in effect perpetually until terminated by the usual thirty days' notice of a change. So far as the law is concerned, it expired, of course, in accordance with the Act; but the practice has been that both the railroads and the employes apply the award until changed by the usual negotiations.

It might be fair to say, that the reason the Chesapeake & Ohio Railroad perhaps inserted it in their schedule was, that in the early part of the Eastern Arbitration, the firemen on that road took up negotiations for new schedules. The officials of that company, instead of coming to an agreement with their firemen, so far as wages and working conditions were concerned, entered into an agreement that they would await the outcome of the Eastern Arbitration, and as they were an Eastern road, the provisions of that award would apply. That is, I understand,

how it came into the schedules. It was not part of any subsequent act, but it was an agreement in advance of the Arbitration, that whatever was awarded in the Arbitration would apply to the Chesapeake & Ohio Railroad.

Mr. Park: I still don't understand how they put it over the Conference Committee.

Mr. Carter: How is that?

Mr. Park: The Protective Board, or general adjustment board.

Mr. Carter: Perhaps the Committee that made this agreement did not know what they were going to get in the arbitration.

Mr. Park: That is, after the arbitration, and this agreement was made before the arbitration?

Mr. Stone: With that explanation I will withdraw my criticism of the Joint Protective Board. Had it happened afterwards, that criticism would stand.

On page 323, do you make any comparative showing anywhere of the rules that trainmen and flagmen must accompany engines to and from the roundhouse to designated track, or when running light? Is that shown anywhere?

Mr. Bremerman: I find a footnote on page 324 of what we found in the schedules. The second from the last note, "Not required to do work that should be properly included in duties of trainmen."

Mr. Stone: I do not suppose they have ever arrived at a decision as to what are the proper duties of each, as yet. That is still an open question.

Are you familiar with the laws in a number of states that require two men on an engine at all times when it is under steam and in motion?

Mr. Bremerman: I believe I remember in one state such a law.

Mr. Stone: It cannot very well be possible for a fireman to be flagging through the block, or down on the ground throwing switches, and yet have two men in the cab of the locomotive at the same time, can it?

Mr. Bremerman: The brakeman might be in there.

Mr. Stone: Can you conceive of a condition where a fireman is flagging and the brakeman is sitting up in the cab?

Mr. Bremerman: I shouldn't think so, no.

Mr. Stone: But it would seem from this, that the practice is established, that firemen and engineers are not required to flag or throw switches, would it not? The principle is established in all three of these territories?

Mr. Bremerman: Yes, it appears in some schedules, Mr. Stone; less in the engineers' perhaps, because it is not requested of them as often. We find it in greater percentage in the firemen in the Western territory, no schedule in 76 per cent as to firemen, and as to engineers, 99 per cent no provision.

Mr. Stone: Well, would you understand from the reading of the schedule that where there is no provision they are required to do it?

Mr. Bremerman: Not necessarily, no, sir.

Mr. Stone: Did I understand you to say that these tables were all compiled from the same dates, practically the same dates?

Mr. Bremerman: From the current schedules.

Mr. Stone: From the current schedules that are in effect now, or in October, 1913?

Mr. Bremerman: They are still in effect, as I understand. They have been since that date.

Mr. Stone: Well, there was quite a while they were not in effect. They were restored when we agreed to arbitrate, but they were made up from the current schedules, all the data here in this book.

Mr. Bremerman: Yes, sir, as furnished us by the roads.

Mr. Stone: That is all, Mr. Chairman.

REDIRECT EXAMINATION

Mr. Sheean: Mr. Bremerman, have you the form of request to which you referred yesterday, as to reporting the number of engines normally in use?

Mr. Bremerman: I have the form here, Mr. Sheean, but I do not believe I have a copy of the instructions that went with it.

Mr. Sheean: Well, you referred yesterday to a universal form of request being made as to the manner of reporting engines in use.

Mr. Bremerman: As to helper and pusher?

Mr. Sheean: Yes.

Mr. Bremerman: Yes, I have the form here, but the request that went with it I think would bring out the instructions as to engines normally in service. The explanation is not here.

Mr. Sheean: Well, I don't care about it. Mr. Bremerman, referring to page 272 of the exhibit, I note, in reading over your testimony, or part of it, that in referring to Rule 23 of the Chicago, Burlington & Quincy, which appears at the bottom of the second column on page 272, that Mr. Stone stated the only way they can get around the running first in, first out, is by their Rule 23, is it not, by again calling a man and running him around everybody in the terminal, and that you stated: "Rule 23 provides one way at least." How is it possible under Rule 23 to avoid a rule, if there be a first in first out rule, on the Burlington?

Mr. Bremerman: Well, that answer then is an error, because Rule 23 says:

"makes another trip in the same day in his turn."

I think, Mr. Sheean, my thought was at the time that Mr. Stone was referring (although the language does not show it now) to automatic release, and my answer indicated that I thought Rule 23 would be one way, perhaps, of avoiding automatic release, but the inference that would be made there, that he would run around anybody, would not be permitted by Rule 23.

Mr. Sheean: Well, the question as put was that Rule 23 provided a way of getting around, running first in first out. Is that true?

Mr. Bremerman: No, sir.

Mr. Sheean: But it does provide a way for avoiding payment for two trips in case a short run of three, four, five or ten miles was made, and the man immediately called to go out again, providing that both trips aggregate 100 miles or more.

Mr. Stone: Do I understand you make the claim that the Burlington would not call a man out of his turn to make a second trip? That is, that they would release him unless he was in his turn? For example, he is coming in on a trip, would they not call him before he was released, and send him right out again, even though he might not be in his turn? Is that the claim made?

Mr. Sheean: I do not understand how they could call a

man again before he was released. I don't understand your question.

Mr. Stone: Well, he has arrived at his terminal. Is he released, or can he be sent out before another crew, under this rule?

Mr. Sheean: My understanding of the rule is, it plainly states, "Except when engineer is ordered for and immediately makes another trip in the same day, in his turn." And if he be not released, that he could be used under this rule when he is ordered for and immediately makes another trip.

Mr. Stone: Then he has not arrived at his terminal, and is not running first in first out of his terminal. Is that the way you understand it?

Mr. Sheean: Well, I understand, Mr. Stone, that this rule specifically provides only for his use in his turn, and that the rule does prevent and avoid the payment of 100 miles for a short trip of four or five miles, but that it does not avoid or prevent, or evade in any way the first in first out rule.

Mr. Bremerman, page 245 of this exhibit; attention was called yesterday to the fact that on 73 per cent of the mileage, terminal delay was paid separately from the road trip?

Mr. Bremerman: Yes.

Mr. Sheean: It is also the fact, is it not, as shown upon that same page, that terminal delay for which this payment is made on 68 per cent of the mileage, accrues only after one full hour?

Mr. Bremerman: Yes, sir.

Mr. Sheean: So that the terminal delay which is paid separate and distinct from the trip is delay of one full hour or more?

Mr. Bremerman: Yes, sir.

Mr. Stone: Is that initial or final?

Mr. Bremerman: That is initial, Mr. Stone.

Mr. Sheean: And final is shown upon the following page, is it not?

Mr. Bremerman: No, on the second column, Mr. Sheean. Second and third columns at the top, for engineers.

Mr. Sheean: Yes. And on 43 per cent of the mileage in Western territory final terminal delay is paid after thirty minutes.

Mr. Bremerman: Accrues after thirty minutes.

Mr. Sheean: If you will turn for just a moment to page 79 of the Exhibit, Mr. Bremerman, in the comparison of the rates in the different territories, attention was directed yesterday to the fact that on this page of the exhibit no reference was made as to any provisions as to length of day. It is a fact, is it not, that in all the running of engines in which the engineers and firemen are paid on the mileage basis, that the comparison of the rates would show what the situation was as between the territories, or as between the different engines?

Mr. Bremerman: Yes, when they are in miles.

Mr. Sheean: So that insofar as any change or modification might be made from those rates, those changes would appear only in connection with the payment of overtime?

Mr. Bremerman: Yes. When they are running, as I say, on hours instead of miles.

Mr. Sheean: And I do not mean by that, of course, that other comparisons of rules as to the beginning or ending of the day, and other things, might not affect the comparison, but as to rates, the rates here shown would apply as between territories and as between engines as fairly representative of the pay produced in all cases where payment was made on a mileage basis?

Mr. Bremerman: Yes, sir.

Mr. Sheean: That is all.

Mr. Shea: Right there, Mr. Bremerman; in showing the number of engines in through freight service in Western territory, does that include all of the engines on all of the roads in this arbitration in through freight service, for the month of October, 1913?

Mr. Bremerman: Includes all of the engines that were in through freight service.

Mr. Shea: That is what I asked.

Mr. Bremerman: Yes.

Mr. Shea: 1913?

Mr. Bremerman: Yes.

Mr. Shea: I presume that would apply to passenger and switch service?

Mr. Bremerman: And way freight.

Mr. Shea: How would that affect pusher and helper service?

Mr. Bremerman: That was the engines normally in use October 1st, 1913.

Mr. Shea: They are all segregated, are they?

Mr. Bremerman: They are set forth on separate sheets.

Mr. Stone: Do I understand, Mr. Bremerman, that this exhibit on page 79 is only through freight service?

Mr. Bremerman: Yes, sir.

Mr. Stone: Nothing else in there?

Mr. Bremerman: Nothing else.

Mr. Stone: And that is for the month of October, 1913?

Mr. Bremerman: Yes, as to the West?

Mr. Stone: The highest month in recent years, is it not?

Mr. Bremerman: I don't know, Mr. Stone.

Mr. Stone: Well, coming back to this question of mileage, the fact remains that in the Eastern and Western territory that you can work these crews in through freight service ten hours without paying them any overtime, doesn't it?

Mr. Bremerman: Except on eight-hour roads.

Mr. Stone: Well, with the exception of 12 per cent of eight-hour roads in the West, they can work them ten hours?

Mr. Bremerman: Yes, sir.

Mr. Stone: Well, in the South, it is nearly all eight and nine hours, and a large per cent of it is eight-hour roads?

Mr. Bremerman: Yes, sir.

Mr. Stone: In other words, overtime would commence two hours sooner in the South than it would on the average road in the West, wouldn't it?

Mr. Bremerman: Speaking generally, I think that is true.

Mr. Stone: Well, on page 245—

Mr. Bremerman: That is, on 100-mile runs?

Mr. Stone: 100 miles or less.

Mr. Bremerman: Yes. What page, Mr. Stone?

Mr. Stone: Page 245. In that final terminal delay, you say 43 per cent would show that final terminal delay accrues after thirty minutes. Is it not a fact that a very large percentage of that would pay one hour after thirty minutes—in fact, nearly all; under thirty minutes being counted as thirty minutes, and over thirty minutes being counted as one hour. That is almost a universal rule, is it not?

Mr. Bremerman: Well, 13 per cent pays "Thirty minutes or over counted as one hour." 3.8 per cent, "Over thirty minutes and less than one hour to count as one hour." 4 per cent, "Fifteen minutes and less than thirty minutes, counted one half hour; thirty minutes and less than one hour, one hour allowed." 2 per cent, "Allowed one hour for first thirty minutes, and additional overtime for each consecutive hour."

Mr. Stone: Well, those are really all the same. They all take the hour for thirty minutes.

Mr. Bremerman: Yes, I was calling them off as they appear here. I would say offhand that that is approximately 25 per cent out of the 43.

Mr. Stone: That is all, Mr. Chairman, with the exception that as to Mr. Sheean's statement as to the way the Burlington applies their rule 23, I shall be glad to file with the Board a little later some recent rulings from the Burlington that are directly to the contrary to the statement made by Mr. Sheean.

Mr. Nagel: You may proceed.

Mr. Stone: That is all.

(Witness excused.)

J. H. KEEFE was called as a witness and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Sheean: State your name, please?

Mr. Keefe: J. H. Keefe.

Mr. Sheean: Where do you live, Mr. Keefe?

Mr. Keefe: Galveston, Texas.

Mr. Sheean: What is your line of work?

Mr. Keefe: Railroading.

Mr. Sheean: Connected with what company, and in what capacity?

Mr. Keefe: Assistant General Manager of the Gulf, Colorado & Santa Fe Railway.

Mr. Sheean: How long have you been connected with that railway?

Mr. Keefe: A little over eighteen years.

Mr. Sheean: You are one of the members of the Conference

Committee of Managers, representing the Western Railroads in this Arbitration?

Mr. Keefe: I am.

Mr. Sheean: Covering about what period of time have you been devoting your attention to the preparation of information in connection with the pending questions?

Mr. Keefe: Practically ever since I came to Chicago, on February 2nd, 1914.

Mr. Sheean: In connection with the requests which are now in arbitration, did you cause to be sent out to the various companies who are parties to the Arbitration, requests for information as to the wages paid in the month of October, 1913, compared with the wages which would have been paid if the requests of the engineers and firemen had been in effect during the month of October, 1913?

Mr. Keefe: Yes, sir.

Mr. Sheean: And is the form in which that statement was requested, together with the instructions to the various companies in order to bring about uniformity, set forth in what has been marked as Exhibit Number 2?

Mr. Keefe: Yes, sir.

Mr. Sheean: We offer Exhibit Number 2, showing the form of statement and the uniform instructions under which the statements were prepared, and if they may be received at this time, I will not take up time as to the form of the instructions, but will take those up in connection with the different articles as we come to them.

The Chairman: It will be so considered.

(The document, so offered and identified, was received in evidence and thereupon marked "Railroads' Exhibit No. 2, January 22, 1915.")

Mr. Sheean: Has the information secured under these uniform instructions been tabulated and compiled under your supervision?

Mr. Keefe: Yes, sir.

Mr. Sheean: And the information thus obtained, and thus compiled and tabulated, appears in Exhibit Number 3?

Mr. Keefe: Yes.

Mr. Sheean: We also offer in evidence Railroads' Exhibit 3; Exhibits 2 and 3 are together in this cover.

(The document, so offered and identified, was received in evidence and thereupon marked "Railroads' Exhibit No. 3, January 22, 1915.")

Mr. Sheean: Now, Mr. Keefe, will you please turn to sheet number 1 of Exhibit number 3, and explain briefly what has been compiled or reduced to tabulated form on this sheet?

Mr. Keefe: The information shown on the left hand side of the exhibit, classifies the expense, both present, proposed and the amount of increase, as well as the percents for the different classes of services, namely, standard gauge steam service, narrow gauge steam service, and electric and gasoline motor car service. The table on the right hand side of the exhibit shows—the first table, the top table is the combined service of all the lines and embraces a total of the three different classes of service.

Mr. Sheean: That is, the three classes which you have divided into standard gauge, narrow gauge and electric and gasoline motor car service?

Mr. Keefe: Yes, sir.

Mr. Sheean: Now, in the combined service of all lines, as shown on this sheet, Exhibit number 3, the wage payments during the month of October, 1913, to engineers on the roads represented, was \$4,269,255.95?

Mr. Keefe: Yes, sir.

Mr. Sheean: And if the proposals had been in effect during that month what would have been the payments to engineers, under the operating conditions which existed in that month?

Mr. Keefe: \$6,028,264.19.

Mr. Sheean: As to firemen, what were the wage payments in that month and what would have been the payments required, had these proposals been in effect?

Mr. Keefe: The actual payments in October, 1913, were \$2,703,338.24. If the proposals had been in effect it would have amounted to \$4,356,730.03.

Mr. Sheean: What change would have been brought about in the motormen's payroll?

Mr. Keefe: The expense for the month of October, 1913, was \$22,027.06. If the proposals had been in effect, it would have been \$49,356.20.

Mr. Sheean: And as to motormen-helpers, what change would have been brought about?

Mr. Keefe: The actual expense was \$825.65. The proposals would have made \$1,079.82.

Mr. Sheean: Payments to hostlers in that month were how much?

Mr. Keefe: The actual payments to hostlers in October, 1913, were \$218,874.03. If their proposals had been in effect it would have amounted to \$454,852.57.

Mr. Sheean: Now, in connection with that last item of payment to hostlers, what do you include in that \$218,874.03? Is that simply those who appear upon the payroll, as hostlers, or all persons who, under Mr. Carter's definition, at any time handle an engine under steam, would be hostlers?

Mr. Keefe: That embraces only those employees who are classified on the payrolls as hostlers.

Mr. Sheean: No effort in this comparison has been made to show what the increased expense would be of that, under the proposal, as interpreted, of any man who, at any time, moves an engine under steam, and took the rate proposed here?

Mr. Keefe: We have endeavored, since the testimony was put in, to ascertain as close as we could what the effect of that application of their proposal would have amounted to, and it is included in these figures.

Mr. Sheean: In these figures?

Mr. Keefe: Yes, sir.

Mr. Sheean: What was the payroll for the month ending June 30, 1914, to these various classes of employees, covered by the proposal?

Mr. Keefe: \$75,713,447.20.

Mr. Sheean: That is, payment to all, and the detail as to how the payments are made as between the different classes of employees, is shown in the lower right hand table, on sheet 1 of Exhibit Number 3?

Mr. Keefe: Yes, sir.

Mr. Sheean: Is there anything further that you wish to say about sheet Number 1, Mr. Keefe, before we pass to the table, or as to the other summaries by which this has been compiled?

Mr. Keefe: No, sir, it is self-explanatory.

Mr. Sheean: Now, will you explain briefly what is summarized on sheet Number 2 of Exhibit 3?

Mr. Keefe: Sheet Number 2 of Exhibit 3, classifies both the actual expense, October, 1913, as well as what the expense would have amounted to if the proposal had been in effect, so as to ascertain and show what would have been the increase in expense for each of the articles, if they had been granted as requested.

Mr. Sheean: Now, will you give us briefly, Mr. Keefe, the manner in which the different articles, as proposed, would affect the roads if they were operating as one system, or in a combined statement the effect on all the roads?

Mr. Keefe: Taking up Article Number 1, the overtime in passenger service, if their proposal had been in effect, it would have increased the expense from the present \$16,432 to \$91,731, or \$75,299. I am reading the dollars and eliminating the cents.

Mr. Sheean: That is, in the month of October, 1913, on a speed basis of ten miles per hour in Western territory, there accrued in passenger service \$16,432.20, as overtime?

Mr. Keefe: Not necessarily, on a ten mile basis; whatever basis may have been in effect as provided for by the existing schedule.

Mr. Sheean: Yes, I had forgotten that; but at whatever basis was provided in the various schedules?

Mr. Keefe: Yes.

Mr. Sheean: And under the proposal here made, that amount would have been increased to over \$91,000?

Mr. Keefe: Yes.

Mr. Sheean: In that one month?

Mr. Keefe: Yes.

Mr. Sheean: The overtime items in other service, road service, under the proposal, would have changed from what figure to what figure?

Mr. Keefe: From the present expense of \$410,818 to \$633,392 or \$222,574.

Mr. Sheean: On the changes in rates of pay, Mr. Keefe, what is the effect?

Mr. Byram: Is that last amount an increase, that \$222,000?

Mr. Keefe: Yes, sir. In passenger service, on the rates of

pay that were in effect in October, 1913, the actual expense was \$1,720,507; which would have amounted to \$1,878,676, if their proposals had been in effect, or an increase of \$158,168.

In all other service except passenger or switching, the October expense was \$2,747,127, which would have amounted to \$3,000,680, or an increase of \$253,552.

For Mallet type engines in all classes of service, except switching, the present expense is \$84,982; proposed expense is \$110,399; or \$25,416 increase.

The application of the through freight rate to engineers and firemen in pusher and helper service, mine-runs, work, wreck, belt line, transfer, and all other unclassified service would have increased the present expense of \$494,132 to \$585,940, or \$91,808.

Mr. Sheean: Mr. Keefe, the effect on all lines in the combined statement of each of these articles, is set out on this sheet of Exhibit No. 3?

Mr. Keefe: Yes.

Mr. Sheean: Combined as to all lines?

Mr. Keefe: On all classes of service, yes.

Mr. Sheean: We may come back to that after we have gone to the detail, and I simply want at this time to get clear what is assembled on sheet No. 2 of Exhibit No. 3, which I understand to be the combined statement for all lines showing article by article the effect on the combined lines.

Mr. Keefe: Yes, in all classes of service.

Mr. Sheean: In all classes of service?

Mr. Keefe: Yes.

Mr. Burgess: Mr. Sheean, may I ask you a question so that I can follow you?

Mr. Sheean: Certainly.

Mr. Burgess: These increases, do they apply on the spread of all the lines involved in this movement, for the month?

Mr. Sheean: During the month, that is, if it was operated as one system during that time, that is what the effect would be.

Mr. Burgess: Yes.

Mr. Sheean: We have, later on, the effect, article by article, on the several lines?

Mr. Burgess: Yes.

Mr. Sheean: I am coming to that.

Mr. Burgess: But it is the spread on all lines, is that it?

Mr. Sheean: This is the spread on all lines combined, Mr. Burgess, and I think in line with the question which you now ask, it will be shown, of course, when we come to the details, that the articles do not affect all railroads uniformly; that is, a particular article will hit one railroad harder than it does another, but this is the showing on the theory of it being operated as one system; if it had been one system this combined statement is the effect on all the roads. Do I state that correctly, Mr. Keefe?

Mr. Keefe: Yes, sir.

Mr. Sheean: Now, will you explain what is assembled at sheet No. 3 of Exhibit 3?

Mr. Keefe: Sheet No. 3 is the cost by articles separately, separating the expense for engineers and firemen separately for the narrow gauge lines, showing the effect of each article upon all the narrow gauge lines.

Mr. Sheean: That is, taking all of the railroads which have any narrow gauge operations, and having them make separate reports at to their narrow gauge operations, on sheet No. 3, you combined the narrow gauge operations, so as to find the combined effect on all the narrow gauge operations?

Mr. Keefe: Yes, those lines that have the narrow gauge operations are shown in the heading of the statement.

Mr. Sheean: And in the same manner as to the narrow gauge lines, the information there is assembled that is assembled on sheet No. 2, as to all lines, in all classes of service?

Mr. Keefe: Yes.

Mr. Sheean: I think perhaps a bird's eye view of this, and then coming back, may enable us to get at it more clearly, and I will go along in that way first.

Sheet No. 4, Mr. Keefe, shows as to electric and gasoline motor car service, taking all of the lines which have any gasoline or any electric service, the combined statement, in the same manner as was shown in the two preceding exhibits?

Mr. Keefe: Yes, sir.

Mr. Sheean: That is, this is the composite effect on all roads, on this sheet?

Mr. Keefe: That have electric or gasoline motor car service; likewise we show the names of the roads that have that class of service, showing by a star, the three lines that have electric

service. The remainder of the lines show as gasoline motor car service only.

Mr. Sheean: Sheet No. 5 of this exhibit assembles data in what way?

Mr. Keefe: It assembles for the standard gauge steam service only, by individual lines, the total expense for each class of service, divided as between engineers and firemen, and the total for both engineers and firemen.

Mr. Sheean: That follows the plan of assembling, railroad by railroad, the expense during the month of October, 1913, as to engineers, total expense that would be paid under the proposal to the engineers on that road, and also as to firemen on each of the railroads separately?

Mr. Keefe: By service, in passenger service, separately.

Mr. Sheean: In through freight service separately?

Mr. Keefe: Yes.

Mr. Sheean: Then on the following page, local or way freight service?

Mr. Keefe: Yes.

Mr. Sheean: And pusher, and helper, mine runs and other unclassified service?

Mr. Keefe: Yes.

Mr. Sheean: On the following sheet, No. 7, in switching service, then the total in all services, and the grand total shown on sheet No. 7, line by line, as to the total present expense and the total expense as proposed?

Mr. Keefe: Yes, sir, in standard gauge steam service.

Mr. Sheean: So that pages 5 to 7, inclusive, or sheets 5, 6 and 7, are all parts of the one statement which separates the service so as to show the effect on each road in each class of service, and the total effect in all classes of service as to each road?

Mr. Keefe: And as between each class of employe, engineers and firemen, yes, sir.

Mr. Sheean: Are there any questions as we go along? I thought I would run through this in just this bird's eye fashion, and then come back as to what is shown in the different ones.

At sheet No. 8, Mr. Keefe, what is assembled there?

Mr. Keefe: At sheet No. 8 we show the cost of each individual article, separated as to class of service, by individual rail-

roads, for engineers and firemen separately, as well as the total for both engineers and firemen, for standard gauge steam service.

Mr. Sheean: On sheet No. 8, the showing is by lines, as to the effect of a particular article upon those lines?

Mr. Keefe: Yes, sir.

Mr. Sheean: Then, from there on, do you take up, article by article, and line by line, the effect of the separate articles upon the several lines?

Mr. Keefe: Yes.

Mr. Sheean: Now, in order that we may get the manner in which the information was compiled, as to the effect of the article: This Article 2, paragraph 1, and Article 1, paragraph 1, are shown on this sheet No. 8; and also Article 1, paragraph 3, as being considered together in the effect upon the railroads?

Mr. Keefe: Yes.

Mr. Sheean: In Exhibit No. 2, the full set of instructions is set forth in the statements, and all of the forms that went out, as to the manner in which the information should be assembled in the different separations which you have made here?

Mr. Keefe: Yes, sir.

Mr. Sheean: Now, will you, Mr. Keefe, just tell us what the instructions were as to the information which is assembled on this sheet No. 8?

Mr. Keefe: Columns 1 to 7, inclusive, relate to the present wages paid under the existing schedule, as to rates of pay for engineers and firemen, and for the total, as compared with what would have been the increase in expense if the proposed rates asked for by the engineers and firemen had been in effect.

The detailed instructions contained on sheet No. 2 of the Form 30, read:

"In columns 1, 3 and 5, should be shown the wages accruing in Passenger Service, for classes of engines included in this paragraph, computed on minimum allowances, or mileage allowances, omitting all additional time, overtime, etc., which is shown in Article 1; Terminal Delay under Article 6; Preparatory Time under Article 5; Deadhead Time under Article 9; or Continuous Time under Article 8. In columns 2, 4 and 6, should be shown the amounts accruing under this paragraph, resulting from the application of the proposed rates to the units of service, upon

which the payments indicated in columns 1, 3 and 5 were calculated. This paragraph should reflect the straight increase in Rates of Pay.

“Entries should be classified as straightaway, turn-around and suburban runs in accordance with the practice in effect October 10, 1913.”

Mr. Sheean: In connection with the instructions as to passenger service which you have just read, will you please call attention in your Exhibit No. 2 as to the sheet of that exhibit upon which the information was to be compiled, and the form of blank sent out in connection with the instructions?

Mr. Keefe: It is shown on sheet No. 2 of what is designated as Form No. 30 by the Committee. That sheet No. 2 classifies by articles all of the passenger service, so as to ascertain what the expense would have amounted to in passenger service as separated from other classes of service.

Mr. Sheean: And the instructions which you have just read are the printed instructions appearing to the right of the columns which are left blank for the furnishing of this information, by the roads, severally?

Mr. Keefe: Yes.

Mr. Sheean: Were the printed blanks which are shown in Exhibit 2, uniform as to all the roads in the movement?

Mr. Keefe: Yes.

Mr. Sheean: And were the instructions shown to the right of this printed blank, given on all of the forms that were sent to the railroad companies in making this compilation?

Mr. Keefe: Yes.

Mr. Sheean: Before taking up what is shown by this particular part of the exhibit covered by page 8, will you please explain—I think one or two of these explanations will then enable us to make clear and easily intelligible how the information was compiled. Will you please explain, I say, the manner in which the information was obtained which is shown on Sheet No. 9, and the instructions given with reference thereto?

Mr. Keefe: Sheet No. 9 is the tabulation, showing the present and proposed expense, applying Article 2, Paragraph 2 of the men's proposals which relate to the rates paid in all classes of service, except passenger and switching. On page 9, we have separated the provisions of that paragraph as between

through or irregular freight service, and as between local or way freight service.

Mr. Sheean: Now, please explain or call attention to the part of Exhibit 2, in which is shown the form of blank sent out for assembling this information, and the form of instructions that accompanied the blank.

Mr. Keefe: The instructions as to the through or irregular freight service are shown on sheet No. 3 of Form 30, which is Exhibit No. 2, and reads: "In columns 1, 3 and 5 should be shown the wages accruing in Through or Irregular freight service, on locomotives other than Mallet type, which were computed as a minimum allowance or mileage allowance, omitting all additional time, overtime, etc., which is shown in Article 1; Preparatory Time, Article 5; Terminal Delay, Article 6; Continuous Time, Article 8, or Deadheading, Article 9. In columns 2, 4 and 6, should be shown the amounts accruing under this paragraph resulting from the application of the proposed rates to the units of service upon which the payments shown in columns 1, 3 and 5 were calculated.

"This paragraph should reflect the straight increase in rates of pay which would accrue if this paragraph were the only one under consideration.

"Service on Mallet locomotives should be shown separately."

Mr. Sheean: Now, Mr. Keefe, have you illustrated as to these two articles and the manner in which the information was assembled; will Exhibit No. 2 show the blank forms that went out to the roads and, as to each of these tabulations here, show the instructions to the roads severally, under which the information was forwarded to the force which you had charge of and from which these compilations were made?

Mr. Keefe: Yes, sir.

Mr. Sheean: Are there any questions about the manner, just to get it clear as we go along? If not, I think I will turn back as to what is shown—or, if not clear, I will illustrate with one other example of it.

Mr. Stone: It is entirely clear to me.

Mr. Sheean: Then, Mr. Keefe, supposing we turn back to Exhibit 3, to sheet number 2, in which you had given the information as to how some of the articles would affect the roads, in a

combined way, during the month of October, 1913, and give us, if you please, the summary of information which is shown in detail as to the effect, article by article, and which you have summarized at the lower right hand of that sheet.

Mr. Keefe: It shows that the wages allowed to engineers in October, 1913, amounted to \$4,269,255.95. If the proposals had been in effect, it would have amounted to \$6,028,264.19, or an increase of \$1,759,008.24, or 41.20 per cent.

For firemen, present expense, \$2,703,338.24. Proposed expense would have amounted to \$4,356,730.03, or an increase of \$1,653,391.79, or 61.16 per cent.

Motormen, present expense, \$22,027.06. Proposed expense, \$49,356.20. Increase, \$27,329.14, or 124.07 per cent.

Motormen helpers, \$825.65; proposed, \$1,079.82; increase, \$254.17, or 30.78 per cent.

Hostlers, present expense, \$218,874.03; proposed expense, \$454,852.57; increase, \$235,978.54, or 107.81 per cent.

Total present expense, \$7,214,320.93. Proposed expense, \$10,890,282.81, or an increase of \$3,675,961.88, or 50.95 per cent.

In addition to this, in order to relieve the engineers and firemen of certain other duties which they are now performing, the railroads would have had to incur an additional expense of \$181,009.17, which would make the total increase in expenses to the railroads, if their proposal had been in effect, \$3,856,971.05.

Mr. Sheean: Now, I wish you would explain just what you mean by that item of miscellaneous, that might not accrue in the way of wages to engineers and firemen, but, nevertheless, would cause an added expense to the company. What items have you included in that?

Mr. Keefe: In that are the items shown under their proposed Article 12, assistance for firemen, \$59,750.35. Article 14, miscellaneous cleaning of locomotives, \$437.38. Setting up wedges, filling grease cups and cleaning headlights, \$18,826.35. Placing of supplies on locomotives, \$21,613.11. Throwing switches and flagging and filling water cars, \$80,381.98.

Mr. Sheean: That is on the lower part of sheet number 2, you have made a heading of "Miscellaneous," and under that shown the various items which might cause added expense, or which would, in the judgment of the railroads reporting, cause

added expense, although not paid directly as wages to engineers or firemen—well, not paid directly or indirectly?

Mr. Keefe: Correct.

Mr. Sheean: Now, on this sheet number 2, of Exhibit No. 3, Mr. Keefe, do I understand the first two items here, of overtime in road service, present expenses showed in the month of October, 1913, that all the money paid to passenger engineers in Western territory, except \$16,432.20, was paid on a mileage basis?

Mr. Keefe: That is not only to engineers.

Mr. Sheean: Engineers and firemen.

Mr. Keefe: Engineers and firemen and motormen.

Mr. Sheean: And that in freight service, all the payments made to engineers and firemen in all other service was paid on a mileage basis, with the exception of \$410,818, which is shown here as overtime in that month?

Mr. Keefe: I do not gather your question as to mileage basis.

Mr. Sheean: What I am trying to get at is whether or not here in this payroll of over \$7,000,000 in that month, that the payments were on the mileage basis and not on the basis of hours, save and except as represented by these items of overtime in the upper left-hand corner?

Mr. Keefe: Yes, sir.

Mr. Burgess: May I ask a question, Mr. Sheean?

Mr. Sheean: Yes, sir.

Mr. Burgess: Mr. Keefe, in regard to that particular point, if I understand this table, you show the amount of increase for overtime in that tabulation to be \$222,574.13; is that right?

Mr. Keefe: In all other classes of service, other than passenger or switching.

Mr. Burgess: If an engineer and fireman have been relieved promptly on arrival at the terminal and not worked on the road over ten hours, please tell us how much it would have cost the company.

Mr. Keefe: Read the question?

(Question read as above recorded.)

Mr. Keefe: It is impossible for me to say at this time.

Mr. Burgess: Do you not know that there would not be any overtime?

Mr. Burgess: Don't you know that there would not be any overtime?

Mr. Keefe: This rule would not prevent the accruing of overtime.

Mr. Burgess: But, if an engineer had not been worked over ten hours, and had been relieved promptly on arriving at terminal, no overtime would accrue, would it?

Mr. Keefe: We would not show under the head of "Overtime," any terminal delay for which the men are receiving compensation under the present rules. That would be shown under the heading of "Terminal Delay."

Mr. Burgess: Yes, but I was trying to cover the two points that cause overtime, viz: Terminal delay and the working of engineers over ten hours. Now, if you relieved him within ten hours, and relieved him within the thirty minutes after arrival at the terminal, there would be no \$222,574.13 to show as an increase, would there?

Mr. Keefe: If it was possible to operate your railroad under that basis, correct.

Mr. Sheean: And if he was there to relieve at the terminal?

Mr. Park: As I understand, you made the application to the actual conditions as they existed in October, 1913?

Mr. Keefe: Yes, sir.

Mr. Park: And the overtime was simply the reflection of the actual conditions as the roads were operated during that month?

Mr. Keefe: Yes, sir.

Mr. Park: Of course, if it were possible to operate the railroad without overtime and without terminal time, it would not be paid. We understand that. But I understand you applied this to the actual conditions as they exist?

Mr. Keefe: Yes, to the actual operations that were in effect in October.

Mr. Burgess: So that this figure might vary more or less, in accordance with the way the particular road was operated?

Mr. Keefe: It would vary, determinate upon the actual operating conditions of each period of time that may be taken.

Mr. Burgess: And if the engineer and fireman were run

over the road promptly and relieved promptly, there would not be any overtime accruing?

Mr. Keefe: If it were possible to operate railroads in that manner, yes.

Mr. Park: Mr. Keefe, if the trains were reduced in their tonnage so there would be no overtime, there might be, possibly, corresponding increase in expense to the railroads in running their trains?

Mr. Keefe: Yes.

Mr. Park: That is, if you should reduce the trains so you would be absolutely insured against any overtime, that reduction in the tonnage would tend to increase the operating expense of the railroad?

Mr. Keefe: Yes, and that would not be an insurer against overtime accruing, Mr. Park. There are conditions over which no one has any control under which overtime will accrue.

Mr. Burgess: But it is a fact, then, if I understood your answer to Mr. Park, that a part of the overtime does accrue on account of the heavy tonnage?

Mr. Keefe: It accrues from numerous causes.

Mr. Burgess: But the heavy tonnage is one of the causes, if I understood your answer to Mr. Park correctly.

Mr. Keefe: All conditions of operating affect the question of overtime, Mr. Burgess.

Mr. Burgess: I was referring particularly to that one condition.

Mr. Keefe: The question of heavy tonnage on trains, in order to obtain the full benefit of the engines, in some cases may cause overtime, and may be due to other operating conditions as well.

Mr. Burgess: So it is a fact that heavy tonnage does cause some overtime?

Mr. Keefe: I would not want to subscribe to that on that basis alone, Mr. Burgess.

Mr. Burgess: Well, would you want to deny that fact?

Mr. Keefe: No.

Mr. Burgess: That is all.

Mr. Park: But heavy tonnage, Mr. Keefe, does not mean that you have the efficiency of the locomotive. You may have so-called heavy tonnage and only have 75 per cent of the effi-

ciency of the locomotive in use. The question of heavy tonnage is hypothetical.

Mr. Keefe: Yes.

Mr. Park: It simply is based on the efficiency of the locomotive. If he has 100 per cent he has got so-called heavy tonnage, whether large or small, and any reduction in that would be a reduction in the efficiency of the locomotive from what it is expected to handle.

Mr. Keefe: Yes, the question of heavy tonnage is one reason why I could not give an answer to Mr. Burgess as to what was his definition of heavy tonnage.

Mr. Burgess: What would be your definition of it, Mr. Keefe?

Mr. Keefe: Heavy tonnage?

Mr. Burgess: As assistant general manager.

Mr. Keefe: Heavy tonnage? What I have in my mind as heavy tonnage is the overloading of locomotives, rather than attaining the full rating of the locomotive.

Mr. Burgess: Well, if an engine were sent out with 100 cars of 100,000 capacity per car, would you consider that light tonnage?

Mr. Keefe: If the operating conditions were such as would permit that engine to operate, economically and efficiently 100 cars, yes. I mean it would not be overloaded.

Mr. Burgess: Would you consider it an economical operation if that train consumed fifteen hours going over a distance of one hundred miles?

Mr. Keefe: It would be determinate entirely upon all of the operating conditions surrounding the performance.

Mr. Burgess: But it would be an expensive operation as far as the engineer and firemen are concerned, would it not?

Mr. Keefe: I would not concede that.

Mr. Burgess: Well, he would consume fifteen hours running 100 miles, would he not?

Mr. Keefe: For which he would obtain fifteen hours' compensation.

Mr. Burgess: He would be paid 100 miles, and five hours overtime. Is that right?

Mr. Keefe: Yes, sir.

Mr. Burgess: And that five hours overtime would be con-

sidered a cost, and be reflected in this total amount of \$222,574, would it not?

Mr. Keefe: Yes, sir.

Mr. Park: Mr. Keefe, if you got a train of that description over the road in ten hours one hundred times, and it then occurred that one train consumed fifteen hours, to absolutely insure against any train paying overtime, you would not think it good policy on the part of the management of the road to reduce the tonnage of all of the trains to guard against the contingency that might occur only once out of one hundred times?

Mr. Keefe: No, sir.

Mr. Shea: May I ask a question there? Is it a fact that overtime does not accrue more than once out of one hundred times?

Mr. Keefe: I don't know the exact proportion, Mr. Shea. I have never investigated as to that.

Mr. Shea: What do you think? Give us your opinion?

Mr. Keefe: It varies upon different portions of the same road, as it varies upon different roads in the same territory and in different territories.

Mr. Shea: Well, take it on your own road.

Mr. Keefe: It varies from day to day.

Mr. Shea: Well, do you think overtime would accrue on less than one hundred runs, or one run in one hundred in freight service on your road?

Mr. Keefe: Under the most favorable conditions?

Mr. Shea: Well, under any conditions. Take in the month of October, 1913, what was the movement on your road?

Mr. Keefe: What do you mean by movement?

Mr. Shea: The payment of overtime in freight service.

Mr. Keefe: To engineers?

Mr. Sheean: What page is that, Mr. Keefe?

Mr. Keefe: Shown on sheet No. 12 of Exhibit No. 3.

Mr. Sheean: Gulf, Colorado & Santa Fe.

Mr. Keefe: Yes, sir; opposite line No. 7. The amount of overtime paid to engineers in the month of October, 1913, was \$404.98.

Mr. Sheean: Out of a total payment of how much?

Mr. Keefe: Out of a payroll of—

Mr. Sheean: Shown on what page?

Mr. Keefe: Shown on sheet No. 9. Out of a payroll of \$10,597.74.

Mr. Park: About what percentage would that be?

Mr. Burgess: What page, did you say?

Mr. Sheean: Sheet 12, of Exhibit 3 is "Overtime." Seventh line, is the Gulf, Colorado & Santa Fe.

Mr. Keefe: 4 per cent.

Mr. Park: That is one train in every two hundred then?

Mr. Sheean: One dollar.

Mr. Keefe: One dollar.

Mr. Burgess: What is that?

Mr. Park: I am putting that on the basis of one train in every hundred.

Mr. Shea: Would that be on more than one train in every hundred?

Mr. Keefe: Out of every dollar paid for wages it would be four cents.

Mr. Shea: Then, according to that, the overtime is rather insignificant, is it not?

Mr. Keefe: The tables show for themselves what the overtime is.

Mr. Shea: In that particular case?

Mr. Keefe: On this particular railroad, to the engineers, for October, 1913, it was \$404, out of a payroll of \$10,597.

Mr. Shea: Very insignificant, compared with the total payroll.

Mr. Keefe: On that road, in that month, yes.

Mr. Shea: How does that compare with other roads?

Mr. Keefe: I made no comparison.

Mr. Shea: Well then, under that plan, or that system of computation, the amount paid in case this Board decide to allow time and a half for overtime, would not amount to very much, would it?

Mr. Keefe: It would amount to \$611.07, or an increase of \$246 to engineers, and for engineers and firemen both it is an increase of \$323, or approximately 33 per cent increase in payment of overtime on that particular road.

Mr. Burgess: In thirty days?

Mr. Keefe: In thirty days.

Mr. Sheean: Now, I want to go back to sheet No. 2. I want a little more information.

Mr. Keefe: Before that, I want to make one statement in connection with that. Bear in mind, of course, that this through or irregular freight service is based upon all of the other rules of your proposal, taking into consideration, for instance, your automatic release tie-up provides for a day's pay for each end of a run. Therefore, on runs where no overtime may accrue, or are shown under your automatic rules, the overtime would be discontinued, but you would pay two days' pay for it.

Mr. Burgess: I was speaking particularly of overtime, and you now tell me that this increase as shown by our rule suggesting time and a half is not all due to the time and a half, but is due to several other rules.

Mr. Keefe: No, the amount shown there is the amount of overtime we would have to pay on runs where the minimum or mileage allowance would be paid under your provision, taking into consideration that your automatic release and tie-up may eliminate what is now being paid in the way of overtime on short and turn-around service.

Mr. Burgess: So that all these rules which are proposed by the engineers and firemen were taken as a combination, in order to produce this figure of increase as shown in your exhibits?

Mr. Keefe: Certainly.

Mr. Byram: The case you cited would reduce the overtime and increase the total expense?

Mr. Keefe: Yes, decrease the overtime, and increase under the automatic release and tie-up provision, the amount shown there.

Mr. Burgess: But my question pertained purely and simply to the increase in comparison that would be paid by the railroads if the fifteen miles were allowed instead of the ten miles for overtime. In other words, time and a half. But I am now informed that it was a combination of all these rules that the engineers and firemen proposed that produces that amount of increase, viz: two hundred and twenty-two thousand and some odd dollars.

Mr. Keefe: You don't understand it correctly, Mr. Burgess.

Mr. Burgess: Well, then, let us get it correctly. You will recall, Mr. Keefe, that the original question rested in this figure, \$222,574.13, tabulated under a heading "Amount of Increase," and was directly opposite the rule which provided that fifteen miles per hour be the basis to compute overtime, instead of ten, and the question I asked you, as I remember, was if no overtime accrued that this expense would not show, or would not be an obligation of the company. There was no reference to any other rules at all, except this particular rule referred to.

Mr. Keefe: I just want to emphasize the fact that this is based upon the proposal as asked, if applied to operations in October.

Mr. Burgess: Including all the rules?

Mr. Keefe: No, only so far as it affects overtime. But I want to explain that if on a turn-around run in freight service at the present time it is paid continuous from the time it leaves the terminal until it returns; and we will say for argument there is one hour's overtime paid under that, if under your proposal you ask for two days pay for that turn-around so that that hour's overtime is eliminated, there would be no expense under the proposed column for overtime; but the expense of that additional trip, by reason of the automatic release rule would be under Article Number 7.

Mr. Burgess: But there would be an expense shown here, if it was computed on 15 miles an hour instead of 10 miles an hour, would there not?

Mr. Keefe: As I stated in that case, there would be no provision whatever, because there would be no overtime on that run under the proposal.

Mr. Burgess: Then, where do we get the basis to figure that the increase would be \$222,574, if there would be no overtime?

Mr. Keefe: I said there would be no overtime under that example, as I illustrated.

Mr. Burgess: Then this would apply merely to time and one-half, is that right?

Mr. Keefe: This figure takes in the increase because of all of the increase of the paragraph of Article 1 relating to overtime in other than passenger and switching service.

Mr. Burgess: It takes in more than one provision, then, does it?

Mr. Keefe: No, it takes in only that fourth paragraph, reading, "Overtime in all other service except passenger and switching service will be computed on a basis of 10 miles per hour and paid for at the rate of 15 miles per hour, at rate for each class of engine used.

"All overtime will be computed on the minute basis."

Mr. Burgess: Then this sum does represent the difference between 10 miles an hour and 15 miles an hour as an overtime basis?

Mr. Keefe: Upon such runs where overtime would accrue under the proposal?

Mr. Burgess: Yes.

The Chairman: As I understand it, you base this table upon the overtime that accrued during the month of October, 1913, I believe, under the then existing conditions?

Mr. Keefe: Under the head of "Present expense," yes, sir.

The Chairman: You took that as the basis?

Mr. Keefe: Yes, sir.

The Chairman: I just wanted to know as to that.

Mr. Keefe: Yes.

Mr. Sheean: And under operation, if you had operated under the proposed schedule, some items which were overtime under then existing conditions, would not be overtime, but might be split into two or three or more days?

Mr. Keefe: Yes, sir.

Mr. Sheean: And in order to avoid duplication, of counting them twice, once as overtime, and then as the increased cost of the automatic release and tie-up, you have carefully excluded them so that the items would not be counted twice?

Mr. Keefe: Yes, sir. Extra care was taken to avoid any duplications.

Mr. Shea: Now, Mr. Keefe, there is another question I would like to ask: How was the increase in wages of hostlers arrived at?

Mr. Keefe: If you will refer to sheet number 23.

The Chairman: I did not catch that question.

Mr. Shea: How was the increased wages of hostlers arrived at. Sheet 23?

Mr. Keefe: Sheet 23.

Mr. Shea: Exhibit 3?

Mr. Keefe: Exhibit number 3, sheet number 23.

Mr. Shea: All right.

Mr. Keefe: In Article 2, Paragraph 2, the second heading—

Mr. Burgess: Article 10, it says here.

Mr. Keefe: Yes, Article 10, paragraph 2. "Hostling positions shall be filled from the ranks of the Firemen and they shall be paid \$3.35 per day of ten hours or less; provided, that where hostlers are required to make main line movements, they shall be paid \$4.75 per day of ten hours or less, overtime in each case to be computed on the minute basis and paid for at the rate of time and one-half."

Under the head of present expense, tabulated by roads, is the expense of hostlers at the present time. Under the head of proposed, is what their wages would have been under the basis as defined in the heading of this column.

Mr. Sheean: As well as the additional number of men?

Mr. Keefe: No, the additional number of men provided for under the first paragraph of Article 10, is shown in column 1: "At points where an average of six or more locomotives are handled within 12 hours, day or night, hostlers shall be maintained."

Under that column is shown the additional or new hostlers that will have to be put on because of the provisions of that article.

Mr. Shea: Now, Article 10, paragraph 2, says: "Hostling positions shall be filled from the ranks of the Firemen and they shall be paid \$3.35 per day of ten hours or less; provided, that where hostlers are required to make main line movements, they shall be paid \$4.75 per day of ten hours or less."

For what extent, Mr. Keefe, of main line movement, would hostlers be entitled to the \$4.75; that is, what distance would be considered as making up what is known as a main line movement, and how did you arrive at it, to reach that part of the increase, so far as that is concerned?

Mr. Keefe: Where any main line movement of any character was made.

Mr. Shea: That is, regardless of the distance?

Mr. Keefe: Regardless of the distance.

Mr. Shea: Supposing a man crossed over from one track to the other and used probably thirty feet, one rail length of the main line, would you consider that a main line movement?

Mr. Keefe: Regardless of the distance used of the main line.

Mr. Shea: Whether it was a foot, or a mile, or two miles?

Mr. Keefe: Yes, sir, in line with the interpretation placed upon it by the committee.

Mr. Park: Mr. Keefe, that was left to the individual roads to make the application upon the conditions that existed in October, 1913?

Mr. Keefe: Yes, sir.

Mr. Shea: Did all of the roads make the same identical report; that is, so far as the distance was concerned?

Mr. Keefe: Yes, sir, so far as I know.

Mr. Shea: Did all the roads say that if they had one hostler that made a main line movement of thirty feet or one foot, that his wages would have been increased to the \$4.75 rate?

Mr. Keefe: Any hostler that made any main line movement in October, 1913, was computed as taking the increased rates.

Mr. Sheean: And that was because those who had presented the schedule, claimed that it was the intention of this proposal as presented, that that rate should apply in that situation?

Mr. Keefe: Yes, sir.

Mr. Shea: Now, insofar as the assignment of hostlers was concerned, it says, "At points where an average of six or more locomotives are handled within 12 hours, day or night, hostlers shall be maintained." Supposing there were only three locomotives handled twice; how would you consider that? Would you consider that as six locomotives handled?

Mr. Keefe: Yes, sir, in line with interpretations placed upon it by—

Mr. Shea: And in reaching that increase, if only one locomotive was handled six times, it would be all included in this computation?

Mr. Keefe: Yes, sir.

Mr. Shea: That is all.

Mr. Sheean: Getting back now to sheet No. 2, on Exhibit

No. 3, Mr. Keefe, a separation between the different articles in the combined effect on all the lines, is shown on this sheet No. 2?

Mr. Keefe: Yes, sir.

Mr. Sheean: And you have already given us the summary for the entire roads?

Mr. Keefe: Yes, sir.

Mr. Sheean: What is shown as to the narrow gauge lines, considered in a combined way, as shown on sheet No. 3, Exhibit No. 3?

Mr. Keefe: Considering all the expense for each of the articles, taking each article into consideration, it would have amounted to an increase of \$33,701.93. That is, the present expense was \$35,536.86. The wages as proposed would have amounted to \$69,238.79, or \$33,701—

Mr. Byram: Is that an increase?

Mr. Keefe: An increase of \$33,701.

Mr. Sheean: Well, it is apparently practically a doubling of the wage roll in narrow gauge service, doubling it from \$35,536.86, at the present time, adding onto that \$33,701?

Mr. Keefe: Yes, sir.

Mr. Sheean: And all the narrow gauge service here, in the whole territory, is the Chicago & North Western; Chicago, Burlington & Quincy; Chicago, Milwaukee & St. Paul; Colorado & Southern; Denver & Rio Grande, and Southern Pacific?

Mr. Keefe: Yes.

Mr. Sheean: And the detail of just where that narrow gauge exists and the miles on which it exists are shown in this Exhibit No. 1 that was introduced yesterday?

Mr. Keefe: Yes, sir.

Mr. Sheean: On this sheet is shown, article by article, the effect on these roads in their narrow gauge service?

Mr. Keefe: Yes, sir.

Mr. Sheean: Now, in electric and gasoline motor service, shown on sheet No. 4, Mr. Keefe, what is the effect upon the roads combined which have any gasoline service or electric service?

Mr. Keefe: The wages at present for the electric and gasoline motor service, for all lines having such service, is \$22,852.71. Applying their proposals, it would mean a payment of \$50,436.02, or an increase of \$27,583.31.

Mr. Sheean: A large part of that increase, as shown here, being because of the automatic release and tie-up provision?

Mr. Keefe: Yes, sir.

Mr. Sheean: Whereby a person in gasoline or motor car service would receive 100 miles or less, 10 hours or less, in or out of terminals, no matter how long or how short the run?

Mr. Keefe: Yes, sir.

Mr. Sheean: Of that \$27,583 expense, over \$11,500 of it is occasioned by the application of the automatic release and tie-up rule to gasoline and electric service?

Mr. Keefe: Yes, sir.

Mr. Sheean: That sheet shows the roads which have any gasoline motor cars and all the roads in Western territory which have any electric service are the Chicago, Burlington & Quincy; the Great Northern, and the Southern Pacific system?

Mr. Keefe: Yes, sir.

Mr. Sheean: That, in the same way as was shown in a combined way, as to all service combined, as to narrow gauge, shows as to gasoline and motor car service, article by article, the effect of the request?

Mr. Byram: What sheet are you referring to?

Mr. Sheean: Sheet No. 4?

Mr. Keefe: Yes, sir.

The Chairman: We will take a recess.

(Whereupon, at 12:30 o'clock P. M., a recess was taken until 2:30 o'clock P. M.)

AFTER RECESS.

J. H. KEEFE was recalled for further examination and having been previously sworn, testified as follows:

Mr. Sheean: Mr. Keefe, I think I will ask you to go back to sheet number 1 in Exhibit 3 for just a moment. In the summary appearing at the lower right hand corner of sheet number 1, you have extended in three columns there the amount of payroll ending June 30, 1914, in the first column; second column, applying October, 1913, percentage of increase; third column, would result in an increase of. Now, I wish you would explain, if you please, just how this payroll computation for the month of October, 1913, was arrived at; were the time slips on the different roads made the basis of these extensions?

Mr. Keefe: In arriving at the proposed expense, the time slips of every individual engineer, every individual time slip of each engineer and fireman and other employe listed, was carried out on the basis of their proposal. That is, another set of accounts was opened, practically, for each employe, computing what his wages would have been if the proposals of the men had been in effect. The actual time slips for October, 1913, totaled and equalled the total payroll for that month in each class of service. In other words, the total of the time slips which were used in ascertaining the proposed expense was the payroll for October, 1913.

Mr. Sheean: Now, in the comparison then for the month of October, 1913, "Combined Service—All Lines," the top table, the second column on this page, represents actual operations for the month of October, 1913?

Mr. Keefe: Yes.

Mr. Sheean: And the application of their proposal to the time slips of the employes during that month?

Mr. Keefe: Yes.

Mr. Sheean: In the last tabulation in which the compilation is made for the year, that is merely an estimate?

Mr. Keefe: Yes.

Mr. Sheean: It is not claimed that of necessity the operations or the percentage application would be the same, from month to month, throughout the year?

Mr. Keefe: No. In order to get as close an approximate of what would be the yearly increase of their proposals, we applied the same percentage for each class of labor. For instance, having ascertained in October, 1913, that the proposals would mean a 41.2 per cent increase on the wages of engineers in that month, we took that percent and applied it against the actual payrolls for the year.

Mr. Sheean: That is, on this same page it is shown that the actual payroll of engineers in the month of October, 1913, was \$4,269,255.95, shown in the first column at the top?

Mr. Keefe: Yes.

Mr. Sheean: The actual payroll on the same roads of the engineers in the year which ended June 30, 1914, was \$44,714,694.12?

Mr. Keefe: Yes.

Mr. Sheean: Having arrived at the increase for the month of October, you do not multiply that increase by twelve, in this estimate?

Mr. Keefe: No, sir.

Mr. Sheean: But on the same relationship which the payroll for the month of October bears to the payroll for the entire year, this estimate is made?

Mr. Keefe: Yes.

Mr. Sheean: And the last column on the page is only an estimate.

Mr. Keefe: Yes, sir, an approximation.

Mr. Sheean: In the month of October, 1913, after segregating it as between the different engineers and firemen, motor-men and other employes, there is approximately a 51 per cent increase in that month?

Mr. Keefe: Yes, sir.

Mr. Sheean: And if you take a 51 per cent increase through the year, approximately the same result of an annual increase of forty million dollars would be arrived at?

Mr. Keefe: \$38,700,000.

Mr. Sheean: Yes, \$38,700,000.

Mr. Keefe: Yes, sir.

Mr. Sheean: Now, will you give us some idea, Mr. Keefe, as to what the endeavor, or what amount of work would be involved in the application of this proposal to the time slips of these engineers and firemen, through an entire year?

Mr. Keefe: Well, we took nearly three months of actual work to make the application for the month of October, and have the returns come in. As to making out an entire year, it is hard for me to even approximate how much time it would take. It would be a tremendous amount of labor, and a considerable amount of time in order to apply the time slips of each individual for an entire period of one year. I grant you that is a more definite way of obtaining the yearly expense than the method we have used, but with the time at our disposal, it was impossible to make that calculation.

Mr. Sheean: In order that the Board may know just what you mean by time slips, will you explain what the practice is with reference to the keeping of time of engineers and firemen as a basis for their pay?

Mr. Keefe: While the details vary, or may vary on the individual railroads, the general practice, for all roads, is for the engineers and firemen to make out a time slip at the end of each trip, showing all the essential information, so as to enable the time keepers to make an accurate compilation or return for the men, for that particular trip. These time slips are signed by the engineer, and cover the time of both the engineer and fireman.

Mr. Sheean: And show generally what?

Mr. Keefe: Show generally, of course, the date, the engine number, between what points they operate, the actual miles they make; their time set to depart. Some of them show the time they are called to leave. The time they actually departed. The time they actually arrived. The final terminal, the time they were relieved from duty, the total time on duty. Amount of overtime in hours.

I should have started by saying the train number, in the start.

Then, on the back, they usually have a place for giving any reasons for delays that might occur en route, for which they are entitled to compensation under their respective schedules.

Mr. Sheean: Then as to October, 1913, these figures are made up from an actual application of the proposals to the time slips of the various roads?

Mr. Keefe: Yes, sir.

Mr. Sheean: Now, the proposals are dated October 10th, 1913. Do you know whether they were presented at that time, or about that time, to the different roads?

Mr. Keefe: It is my understanding that they were presented to each of the railway companies on or about that date.

Mr. Sheean: October, 1913, manifestly from the fact that the payroll of engineers and firemen for that month was \$7,214,000, while the payroll for the entire year was \$75,000,000—manifestly the month of October, 1913, represents more than one-twelfth of the operations of the combined roads?

Mr. Keefe: Yes. October was $10\frac{1}{2}$ per cent of the total for the year.

Mr. Sheean: Now, in that connection, are you able to state whether or not any inquiry has been made as to the month

or months, which are the months of heaviest operations on the different seniority districts in this territory?

Mr. Keefe: Yes. The Committee had an inquiry addressed to each of the railroads and a reply from each seniority district embraced in the movement, as to the months in which they had the greatest number of crews assigned to pool or chain gang service, the month in which the smallest number of men were assigned, and the average number of such crews throughout the year.

Mr. Sheean: And how many seniority districts were there in this movement?

Mr. Keefe: As I recall it, 545 is the number that we had the returns from.

Mr. Sheean: And in the 545 seniority districts, on how many is the traffic the heaviest in the month of October?

Mr. Keefe: As I recall it, 191 seniority districts.

Mr. Sheean: That being the greatest number of seniority districts in which, in any single month, the traffic is heaviest?

Mr. Keefe: Yes, not the traffic, the number of crews.

Mr. Sheean: Number of crews?

Mr. Keefe: Assigned to through or chain gang freight service.

Mr. Sheean: So that this latter part of sheet No. 1 is intended to show the general effect throughout the year, if, throughout the year, the relationship was approximately like the relationship in the month of October, 1913?

Mr. Keefe: It was as near an accurate way as we could figure, as to what the yearly increase would be. Mr. Sheean, I would like to make one statement, in connection with that, before you leave it.

Mr. Sheean: All right.

Mr. Keefe: That this item of miscellaneous, we ascertained in October what would be the added amount of additional expense by reason of relieving engineers-firemen from certain duties, and having ascertained what that was in October, which was by the means principally of applying other facilities or additional help, we took twelve times that amount which we had ascertained in October, for the yearly expense.

Mr. Sheean: That is—

Mr. Keefe: The item of miscellaneous which is shown, the second to the last item.

Mr. Sheean: And that item of miscellaneous is shown on sheet No. 2, as to the items that enter miscellaneous?

Mr. Keefe: Yes, sir.

Mr. Sheean: On sheet 2, the added expense during that one month is shown to be \$181,000?

Mr. Keefe: Yes, sir.

Mr. Sheean: That is the \$181,000 carried out in that month as not being compensatory to firemen, but that would cost additional money to the companies, if the requests were granted?

Mr. Keefe: Yes, sir.

Mr. Sheean: Now, is there anything further, Mr. Keefe, that you wish to say about this sheet No. 1, before we pass it?

Mr. Keefe: No, sir.

Mr. Sheean: I had passed, before the adjournment, to sheet No. 5, I think, Mr. Keefe, which shows the summary in each class of service, in standard gauge steam service. Merely that we may understand what is shown as to each line, will you take the sheets 5, 6 and 7, which, I think, are really all parts of the same general information shown by this part of the exhibit, and run through as to the first railroad line shown on the exhibit, the different information which is shown?

Mr. Keefe: Well, the information shown on sheet 3 is that of the standard gauge steam service. Column No. 1 for the Atchison Company, Eastern Lines, represents the present expense to that company, for wages to its engineers in passenger service. Column No. 2 represents what that expense would have been to that class of employes in passenger service, if the men's proposals had been in effect.

Column No. 3 is the amount of increase in the proposed over the present expense.

No. 4 is the amount of wages that were paid to firemen in passenger service.

Column No. 5 is what that expense would have been if the present proposal had been in effect.

Column No. 6 denotes the amount of increase of the proposals over the actual expense.

Column No. 7 is the total present expense of both the engineers and the firemen in passenger service.

The Chairman: I noticed in this table that the proposed increase of expense of some of the roads would not be as great as that of some of the other roads. How do you account for that?

Mr. Keefe: That is because of different schedule provisions. I should have asked first to what particular items of expense, Mr. Chairman, do you refer?

The Chairman: I have not noticed any particular one, but I have noticed several.

Mr. Keefe: Yes. The difference is in the amount of the increase, based upon the different schedules and the different operating conditions.

The Chairman: Are we to understand by that that the schedule provisions on some of these roads are not as favorable to the men as the schedule provisions on other roads?

Mr. Keefe: They are not the same to some men, Mr. Chairman. As to favorable, the whole schedule would have to be taken into consideration.

The Chairman: I don't catch that exactly.

Mr. Keefe: What I mean by that is, that on some roads their proposals are so much different and contrary to what are now in effect on those roads, and that their proposal would work a greater difference on some roads than it would on the others, by reason of the fact that their present agreement may not contain as many of the provisions as their request.

The Chairman: Would these proposals involve a greater increase of wages on some of the roads than on other roads?

Mr. Keefe: Yes, sir.

The Chairman: That is really the cause then of the discrepancy shown here?

Mr. Sheean: And difference in operating conditions.

Mr. Keefe: And differences in operating conditions, yes, sir.

Mr. Park: And the volume of business affects it?

Mr. Keefe: Yes, sir, and the volume of business affects the amount.

Mr. Park: One road may have more passenger train mileage and less freight?

Mr. Sheean: And the topography in each different run, as to the preponderance of short branch line runs, and otherwise.

For instance, on the automatic release on branch line operation, a branch line 50 miles long, that under present schedules, may be operated as a turn-around trip, up and back for one day's pay, might now, under the proposals, require the payment not only of two days, but of the different items that I do not want to take up in detail.

The Chairman: Suppose a road is engaged in the same kind of traffic, hauling the same volume of traffic; then, are there any roads in that condition where there would be a difference as to the wages paid?

Mr. Sheean: Even then there would be a difference perhaps, in the wages paid, depending on the topographical situation, the length of districts, the preponderance of main and branch lines, and a great variety of other conditions.

The Chairman: How would the length of the district affect it?

Mr. Sheean: If a district was 80 miles long, paying 100 miles for the 80 miles on that district; and another road having a 120 mile district, and therefore before there could be any overtime accrue, there would have to be 12 hours on duty before there would be any overtime, it would apply in such a situation as that. On the 80 mile district 100 miles paid for every time there was any operation on it.

The Chairman: Is the rate generally paid now in the mountain districts, the same?

Mr. Sheean: I think not. The showing here is that the roads endeavor to take care, dependent on what the actual mountain is; whether it is a slight mountain, a great mountain, or whatever it may be,—

The Chairman: But I mean taking the grade referred to in these proposals, where the grade is something like the grade referred to in the proposals.

Mr. Sheean: 1.8 per cent?

The Chairman: Yes, 1.8 per cent.

Mr. Sheean: There is only one schedule which has that provision, and in that schedule it is paid only on the distance covered by that grade. As to all of the other railroads having mountain operation, as I follow the schedule—

The Chairman: Well, in forming your idea as to the

amount you pay, what is usually the minimum grade, that is, where they begin to pay on account of the grade?

Mr. Sheean: I don't think there is any uniformity of practice, or that it has ever been established what grade separates a mountain from valley territory.

The Chairman: I did not know but what there was.

Mr. Sheean: No, my understanding is that there is not and never has been a distinction between a certain grade making an operation a mountain operation or a valley operation, save and except the provision in this one schedule of the Great Northern, which does say that in addition to the enumerated districts there, any other grade that is 1.8 per cent shall pay the differential on the part of the road that has that grade. That, so far as I know, is the only recognition of a specific gradient taking a different rate.

The Chairman: From a casual examination of these schedules I had inferred that perhaps there was a line of demarcation there some place, recognized by both the men and the railroads.

Mr. Sheean: If I am in error about that, I would be glad to be corrected, but my information is that save and except this provision in the Great Northern schedule, there is no statement of the grade that will differentiate as between valley and mountain rates. That speaking generally, roads which operate in mountains specify certain territory, and based upon what the actual conditions there may be, provide a special rate for that specified territory. But the schedule information does not state what the grade is, or is not, in those particular territories.

The Chairman: Perhaps I was in error then.

Mr. Stone: It is a matter of fact, Mr. Chairman, that mountain mileage, or excess mileage, or a higher rate is paid on many places where the grade is much lower than what we are asking for. It is paid in different ways, but nearly all these railroads that run through this mountain country, show it in some way or another. They either pay for it in additional miles, or in a higher rate.

The Chairman: Is that usually due to the hazards involved, or what is it?

Mr. Stone: That is the general idea, yes, sir. The Great Northern pays, in many places, on some of these grades that are specified, pays it on less than 1.8 per cent; but they also pay

it wherever 1.8 per cent comes up; wherever that occurs it takes the 10 per cent rate.

Mr. Sheean: In hastily running through that exhibit in which the specification was given on the Great Northern, I did not notice that there was anything less than 1.8 per cent grade. There is some grade less than that, is there, Mr. Phillips?

Mr. Phillips: Yes, sir. If you could take the Great Northern, from Skykomish to Leavenworth, perhaps half of that distance is 1.8 per cent, but it is all paid, and so between all the points specifically named in the Great Northern rule. A great deal of it is less than 1.8 per cent, but the 10 per cent is allowed for the entire distance between two specified points, and any operation between those points is paid, even though some of it is not 1.8 per cent. And in addition thereto, any place else on the Great Northern Railroad where the grade does reach 1.8 per cent, the differential of 10 per cent is allowed for the actual distance only. But the specified points between which the 1.8 per cent or the 10 per cent is allowed, whether it is 1.8 per cent grade or not, some of it being more, some of it being less, covers practically all of the mountain territory, the Cascades and Rocky Mountains.

Now, Mr. Chairman, I think you are seeking enlightenment on the question.

The Chairman: That is exactly what I want.

Mr. Phillips: And if anybody can help you I will be glad if I can. You ask why it is paid, if it is on account of the hazard, and I recall once before here some one of the Arbitrators (Mr. Park, I think) asked if it was easier to go up hill than down. I think, back of the whole thing, is the question that men are paid by the mile, and they cannot make as many miles in the mountain territory as they can out in the flat country. That is the secret of the whole thing.

I might add, there is some additional hazard, and I think you would find—engineers, at least, would tell you, that it is harder to go down hill than it is up with a train. In fact, that is where the skill of an engineer is required in mountain territory, going down hill.

The Chairman: Well, you gentlemen have succeeded in giving me the information that I wanted.

Mr. Sheean: The Great Northern schedule as set out at

page 151 of this exhibit, apparently gives the information in detail as to just what the grades are. The enumerated limits of the district show a 2 per cent grade, 2.2 per cent, 2.2, 3 per cent, 2.7, Java to Summit, 1.8; 2 per cent, 1.8 per cent, 3 per cent, 2 per cent, 3.5, 2.5 per cent, 3 per cent, 2.3 per cent, 2.2 per cent. So that in the points enumerated here in the schedule which sets them out, Mr. Phillips, they all seem to be 1.8 or higher.

Mr. Phillips: Yes, sir, I think that is correct, Mr. Sheean. The table from which you read there is in part of the Great Northern schedule. That is evidently information furnished by the company, but the fact remains that—it is my understanding from information gained in the past, that between the points I mentioned, for example, Leavenworth to Skykomish, a distance of about 56 miles, or thereabouts, you will find in there that only that part of the grade which exceeds 1.8 is shown in that tabulation. It is a fact, however, that the 10 per cent applies to the entire district, although some of it is less than 1.8. Some of it is practically level. Take from Leavenworth to Cascade, for instance; Leavenworth up through the canyon there; that is not a very heavy grade, and there are other points where it is not very heavy. The question came out here yesterday about the electric zone there, some part that had not been covered, three or four miles through the tunnel. That is 1.7, I understand, yet that is between Leavenworth and Skykomish, and for that reason the 10 per cent applies there, either to a steam locomotive running all the way through, as they formerly did, by an electric locomotive working just through that tunnel, or any other locomotive working between Leavenworth and Skykomish in any capacity would take a 10 per cent increase in pay, although it might not touch that particular part of the grade, which is 1.8 per cent or more, because some of the grade is less than that.

Mr. Sheean: And, as I gather it from this schedule on that particular district, 109½ miles in length, there is, for all west-bound trains on that district, a maximum grade of 2.3 per cent that any train operating over that district must encounter, and, east bound over that district, the maximum grade of 2.2. They have agreed on the limits of the district over which an extra rate will be spread.

Mr. Phillips: I think that is correct, Mr. Sheean. I think

2.3 is commonly referred to by railroad men as the ruling grade. It may not be the maximum grade, but it is the ruling grade, and an engine must be able to handle its train over the heaviest part of the grade between these.

Now, Mr. Sheean, if you will refer to the schedule here which I think appears in the first column on the left hand side, that is the second rule, and it is my understanding (although my information was gathered some time in the past, my memory has been refreshed just a moment ago now) that between these specific points named there, beginning with Skykomish and Leavenworth, and so forth, that any place within those limits the mountain mileage or 10 per cent excess is allowed.

Mr. Phillips: And that is general, I think, on other railroads, although in a different way, and it might be on grade of only one per cent, or even less than one per cent, and they either allow some compensation to engineers and firemen, in the way of additional mileage, or a higher rate, or both; quite frequently both, or, as in the case of the Great Northern, they allow 10 per cent.

Mr. Sheean: That, Mr. Phillips, just to clear it up, it seems to show that by arrangement, or at least by schedule provision, the distance over which it is applicable, varies. This long district that you speak of making it applicable over 109 miles in length, and even a bigger district than that, allowing it as high as 128 miles, while in other places the distances between points enumerated run down to 17 miles.

Mr. Phillips: That is grade in excess of 1.8—

Mr. Sheean: No, the distance over which it is allowed.

Mr. Byram: Where is that 119 miles?

Mr. Sheean: Leavenworth to Everett Junction.

Mr. Byram: They do not allow mountain rates for all that district?

Mr. Sheean: The limits of the district are regarded as 109½ miles, and in that district there is a 2.3 ruling grade in one direction.

Mr. Byram: 56 miles of mountain grade, in 109 miles distance between Leavenworth and Skykomish.

Mr. Phillips: Do you not call going down hill, down grade? If half of it was up and the other half down, would you say

there was 28 miles of down grade, or would it not be 56 miles of grade each way.

Mr. Byram: 56 miles of distance in which the mountain rate is allowed.

Mr. Sheean: Then I am advised that there are also grades in the mountains as high as 2 per cent or higher, in which there is no differential between the valley and the mountain.

Mr. Phillips: You mean on the Great Northern Railroad?

Mr. Sheean: On the Denver & Rio Grande, I assume.

Mr. Phillips: That is like going down a well, on the Denver & Rio Grande, most of it—some of it, I will say.

Mr. Sheean: But the effort, as I get it from the schedule provisions, seems to be that what the rate shall be, because of peculiarities, due to grades, hazards or mountain operation, is covered in a variety of ways, to meet the specific situation, and that except this one provision of the Great Northern schedule there has never been an attempt to state a mathematical relationship between grades and wages.

Mr. Park: I would like to know from the witness just how this mountain mileage is computed on the Santa Fe, with which I presume you are familiar. That is another system—

Mr. Keefe: Another part of the same system that I am employed by.

Mr. Park: How do they arrive at mountain mileages, if constructive mileages, or a percentage of increase over the ordinary rate, or do the engineers take a higher rate as they go over these grades?

Mr. Keefe: It is by the allowance of constructive miles; allow so many added miles, over the actual miles, to take care of their mountain differentials.

Mr. Park: If the hazard is decreased, or the labor by installation of double track or automatic signals, is there any change made in the mountain allowance?

Mr. Keefe: Not that I am aware of.

Mr. Sheean: I think in connection with this discussion, that it might be well to direct attention to the so-called "saving clause" of the proposition, that in addition to the request of 10 per cent, or perhaps not in addition to, but that as far as the 10 per cent request there is in the saving clause, that any rates paid, including excess mileage or arbitrary differentials that

are higher, or any rules or conditions of employment contained in individual schedules in effect October 10, 1913, that are more favorable to the employes than are contained in foregoing rules, shall be continued. Whatever excess mileage, or arbitrary differentials there may be, as I understand it, is attempted to be preserved by this saving clause.

Mr. Stone: Mr. Chairman, I would like to ask Mr. Keefe a question:

The Chairman: Yes.

Mr. Stone: Do I understand that you base your detail on the theory just stated by Mr. Sheean, that in addition to this 10 per cent, we are going to keep the saving clause, the constructive mileage, and everything else?

Mr. Keefe: Yes, sir.

Mr. Stone: Based on that proposition?

Mr. Keefe: Yes, sir.

Mr. Stone: Good. I am glad to know that.

Mr. Keefe: Yes, sir, based on the reservation of the saving clause, as provided for in the agreement.

Mr. Sheean: Will you just run across, Mr. Keefe, on this sheet No. 5—take the first line, the Atchison, Topeka & Santa Fe, and so as to illustrate what information is given, as to the other lines, the actual information and figures given in each of the lines, in each class of service.

Mr. Keefe: In passenger service, the engineers under their present agreements and operating conditions, received in October, \$27,438.00. Based upon their proposal of the engineers and firemen, they would have received \$37,270.14, or an increase of \$9,831.65. The firemen in passenger service had received \$16,217.08. They would have received \$24,174.43, or an increase of \$7,957.35, making a total present expense in passenger service, on that road of \$43,655.57. Whereas, they would have received, if the proposals had been in effect, \$61,444.57, or an increase of \$17,789.00.

Mr. Sheean: Now, the same information is given as to through freight service, both as to engineers and firemen, column 10 showing the present expense of engineers in through freight service, column 11 showing expense as proposed in through freight service, and column 12, the increase for this month.

Mr. Keefe: Yes, sir.

Mr. Sheean: In the same way, on sheet No. 6, there is carried across the information, both as to engineers and firemen, in local or way freight service.

Mr. Keefe: Yes, sir.

Mr. Sheean: As to pusher, helper, mine-run and other unclassified service, all for the month of October, 1913?

Mr. Keefe: Yes, sir.

Mr. Sheean: And on sheet No. 7, in switching service, and then the total for all services.

Mr. Keefe: Yes, sir.

Mr. Sheean: Now, in columns 23, 24 and 25, you show the total present expense, line by line—I mean railroad by railroad; the total proposed expense, railroad by railroad, and in column 25, the increase railroad by railroad?

Mr. Keefe: Yes, sir.

Mr. Sheean: Now, will you give us, Mr. Keefe—this is sheet No. 7 of Exhibit 3, and going to the grand total over at the extreme right of that page, will you give us, Mr. Keefe, the total present expense as shown, assembling this information, line by line?

Mr. Keefe: \$7,155,951.36.

Mr. Sheean: Now, in what way, Mr. Keefe, do you account for any difference that there is in that total and the total payroll for the month?

Mr. Keefe: That total is for the standard gauge steam service only, and to get the difference between it and the total payroll, is the amount that was paid in narrow gauge service and electric service.

Mr. Sheean: So that of the total payroll of \$7,214,000 which you showed on sheet 2, Exhibit 3, \$7,155,000 was paid in standard gauge service, in the month of October?

Mr. Keefe: Yes.

Mr. Sheean: What would the expense have been in this standard gauge service during the month of October, 1913, if the proposals had been in effect?

Mr. Keefe: \$10,951,617.17.

Mr. Sheean: As to each line in each class of service, the information is given, so that whether in passenger, through freight, local or way freight, or any of the classes of service

the figures of the actual expense in that month, of any one of these lines, can be obtained from these pages?

Mr. Keefe: Yes.

Mr. Sheean: Together with the amount of increase in the class of service on any particular road which the proposals would have caused?

Mr. Keefe: Yes.

Mr. Sheean: I think before passing that, Mr. Keefe, I would like to have you give the totals in each of the classes of service for all of the roads.

Mr. Keefe: To engineers in passenger service—

Mr. Sheean: Perhaps, without reading those, Mr. Keefe, maybe I have asked you to do too much: In column 3 the total of that column would show the total increase to engineers in passenger service?

Mr. Keefe: Yes.

Mr. Sheean: Column 6, the total increase in wages of passenger firemen?

Mr. Keefe: Yes.

Mr. Sheean: Column 9, the amount of increase of both engineers and firemen in passenger service?

Mr. Keefe: Yes.

Mr. Sheean: So that in addition to having the information, railroad by railroad, and separated as to each class of service, on these pages 5 to 7, inclusive, there is shown the total expense to all the lines in each class of service?

Mr. Keefe: Yes.

Mr. Sheean: Was there anything further about this particular statement, to which you wished to direct attention?

Mr. Keefe: No, except when you get over to the last sheet, it separates the hostler expense also.

The Chairman: What page is that?

Mr. Keefe: Page 7, column number 18.

Mr. Sheean: On page 18—

Mr. Keefe: No, page number 7, column number 18.

Mr. Sheean: Oh, yes, column number 18.

Mr. Keefe: It shows by railroads the amount of increase for the hostler provisions of their proposal, as well as for the total, the latter being \$234,868.88.

Also column number 22 shows by individual roads the total for the miscellaneous items amounting to \$175,967.43.

The Chairman: What is included in miscellaneous items? What does that involve?

Mr. Keefe: It includes the added expense to the railroad companies to provide assistance for firemen, so as to relieve the firemen in freight service, where but one fireman is employed, and of locomotives in passenger service, coal to be kept where it can be reached by the fireman from the deck of the locomotive. That amounts to \$59,000. That is expense incurred by the railroad but which does not accrue to the fireman or engineer.

The Chairman: That is only incurred by the railroad?

Mr. Keefe: It is incurred by the railroad, and it is principally computed on the basis of equipping their tenders with coal pushers, power coal pushers, and that is the interest, depreciation and renewals upon so equipping the engines.

The Chairman: Do you mean automatic coal pushers?

Mr. Keefe: Power coal pushers?

The Chairman: Yes.

Mr. Keefe: So as to keep the coal within reach of the fireman from the deck of the engine. There are a few roads where they figure that it would be cheaper to provide manual labor to take care of that provision, rather than equip their engines. Wherever it was figured that the most economical way to take care of that provision was by that means, it was so estimated by the railroads.

Mr. Park: Mr. Keefe, is that labor computed as ordinary labor?

Mr. Keefe: Yes.

Mr. Park: It was not computed on the standard fireman's rate, if a second man was put on the engine?

Mr. Keefe: No, sir.

Mr. Park: Was it labor supplied along the road?

Mr. Keefe: Generally speaking, it was labor provided at coal chutes and such places to shovel coal ahead.

Mr. Park: Under the schedule or demands of the employes, the railroads would not be permitted to put a laborer on the engine to shovel this coal down between stations?

Mr. Keefe: No, sir.

Mr. Sheean: If you will just turn, Mr. Park, to sheet No. 2

of this Exhibit 3, there are two different requests there that I think will throw some light on that.

Mr. Burgess: Sheet No. 2?

Mr. Sheean: Yes, sheet 2 of Exhibit 3. You will note, Mr. Park, that at the bottom of the middle column of this sheet No. 2 there is set out Article 13, two firemen. The expense that would be caused under this Article 13, of two firemen, is carried out in the expense to railroad company, and added compensation to firemen.

Now you will note that in the next column, Article 12—

Mr. Park: That is the thing I did not understand, Mr. Sheean; how you were going to get this coal within the reach of the fireman. Mr. Keefe explains it, in a way, by the application to the engine of an automatic coal pusher.

Mr. Sheean: That is what I was calling attention to now, Mr. Park. You will see that Article 12 provides, "On all locomotives in freight service where but one fireman is employed, and on all locomotives in passenger service, coal will be kept where it can be reached by the firemen from the deck of the locomotive."

Mr. Park: How are you going to do that?

Mr. Sheean (continuing): "Coal of the proper size for firing purposes will be placed on all tenders."

Some roads might see fit to comply literally with that, on all engines, whether you have one or two firemen. But on all engines where but one fireman is employed, the coal will be kept where it can be reached by the fireman from the deck of the locomotive. Now, that may be done by some kind of automatic coal pushers. It may be done by employing a laborer to go along, not a fireman. It may conceivably be done by the installation of some automatic device that will at all times keep it within the reach of the fireman; and it was the effort to segregate as between the request for two firemen, which, of course, is carried into the payroll, and other items, which may bring about cost but not go into the pockets of the firemen, that causes a separation between Article 13 and Article 12.

Mr. Park: That is what I desired to have information on, was where the two firemen were not employed, and the railroads would be required to keep the coal within reach of the firemen, you must necessarily go to an automatic coal pusher.

Mr. Keefe: I said most of the roads figured that.

Mr. Park: Yes.

Mr. Keefe: But a few of the roads figured that by placing at different points on the division, coal passers, that that would be cheaper than providing the automatic pushers.

Mr. Park: But you would not be permitted to have a man get on the engine and ride between stations.

Mr. Sheean: No, you misunderstood me. I meant you might provide for it by scattering them along the road, at points along the right of way, and shoveling it down, and then running until you came to the next coal passer.

Mr. Park: Then you would have to hold the train there until you shoveled it down.

The Chairman: I understood you to say, in reply to my question, that this did not include automatic coal passers.

Mr. Keefe: I said this item does not include interest, depreciation and renewals on equipment not now equipped with coal pushers, so as to comply with this provision. That is one of the items of this miscellaneous item.

The Chairman: That includes those that ought to be

Mr. Keefe: No, only those engines that have not been equipped, as well as those which have not been equipped? fully equipped.

The Chairman: I understand you now. You contemplate having all the engines equipped with coal pushers?

Mr. Keefe: Yes, sir.

The Chairman: Some are and some are not, now?

Mr. Keefe: Yes, sir. As a general proposition, as I said, I think some of the roads believe it would be cheaper to provide labor, however.

Mr. Stone: I should like to ask counsel one question: Mr. Sheean, is there anything in these exhibits anywhere whereby we can arrive at a conclusion as to just how many men these different companies propose to scatter along the right of way to keep the coal down for these firemen? Have any of them made an estimate on that basis?

Mr. Sheean: Yes; you have the detail, Mr. Keefe, of just how the railroads figure this expense, I believe?

Mr. Keefe: Yes, sir; but I haven't as to the number of men. Take, for instance, the Rock Island Railroad, they esti-

mated, or they provided additional expense by placing coal passers at Peabody, Clay Center, Lawrence, and Bowie.

Mr. Shea: On what division?

Mr. Keefe: On the entire railroad.

Mr. Stone: On the entire railroad of 16,000 or 17,000 miles?

Mr. Keefe: Yes, sir.

Mr. Park: And then they have used the automatic pusher for the balance?

Mr. Keefe: They have a number of their engines already equipped with automatic coal pushers, and I believe that they have anticipated or have provisions for their coal chutes, so they will be able to comply with the provisions of that request with that added amount of labor.

Mr. Shea: Let us take one road out of here; let us take the Chicago, Burlington & Quincy. What is your first division passenger point out of here?

Mr. Byram: The Burlington.

Mr. Shea: How many miles?

Mr. Byram: 206.

Mr. Shea: Well, Mr. Keefe, how many men do they distribute over the Burlington between here and Burlington?

Mr. Keefe: The Burlington figured it would be more economical to equip all of their engines that are not now so equipped with mechanical coal pushers to comply with this provision. They do not figure on placing any coal passers.

Mr. Shea: How many men do they distribute on the Santa Fe between here and the first division point, passenger or freight?

Mr. Keefe: The Santa Fe figure up on the basis of providing mechanical coal pushers and not any coal passers.

Mr. Shea: Well, let us take the Illinois Central. Let us get one road that has not figured on equipping their engines with automatic coal passers, and see how many men they distribute.

Mr. Keefe: The Illinois Central figures on the same basis as was figured on the Santa Fe.

Mr. Byram: You have the Rock Island there.

Mr. Keefe: The Rock Island is one road that figured it would be more economical to provide power coal passers. The Northern Pacific—

Mr. Shea: No, the Rock Island.

Mr. Keefe: Oh, the Rock Island stated that they could comply with that provision of the request.

Mr. Shea: What would it cost the Rock Island?

Mr. Keefe: Total for that month of \$422.70.

Mr. Shea: Now, where would these men be distributed, at what points?

Mr. Keefe: At Peabody, Clay Center, Lawrence, and Bowie.

Mr. Shea: How many men at each point?

Mr. Keefe: I haven't that information.

Mr. Shea: I wish you would get it, and the rate paid per day, the pay of each man.

Mr. Stone: Will you read those points again, Mr. Keefe?

Mr. Keefe: Peabody, Clay Center, Lawrence and Bowie.

Mr. Burgess: Mr. Keefe, won't you help me out a little in regard to this particular article. I understood you to say to Mr. Park that this represented the outlay for keeping the coal on the deck where the firemen could reach it. I think you replied to the Chairman that that outlay represented cost for a coal pusher or placing an additional man on the engine. Is that right?

Mr. Keefe: No, sir, I said it would be the interest on the cost, the depreciation and the maintenance.

Mr. Burgess: Well, I did not state it right. Well, now, what is troubling me is, who performs that service now?

Mr. Keefe: I could not say for all the individual roads, Mr. Burgess.

Mr. Burgess: Well, as a general—or assistant general manager of a railroad, you would naturally know who keeps the coal within reach of the fireman on the deck of the engine, would you not?

Mr. Keefe: Mr. Burgess, the road I am connected with and have been for fifteen years, has not burned a ton of coal on any of its engines. We burn oil entirely, and have for fifteen years, and I shall have to confess my experience with coal burners is limited to observation. To my mind, the fireman has to keep it ahead.

Mr. Park: Doesn't the head brakeman shovel it down?

Mr. Burgess: I was speaking of passenger trains. I have never seen a brakeman shovel coal on a passenger train. Now,

let us get it right. You say from your personal experience you don't know, but I remember you stated in the beginning that you had been with this Conference Committee practically all the time from February, 1914. For an arbitrator, it is fair to assume that that subject was discussed during the meetings of the Conference Committee.

Mr. Keefe: It was.

Mr. Burgess: And you would naturally, in addition to being assistant general manager, appreciate the fact that the fireman did shovel the coal twice, would you not?

Mr. Keefe: A certain portion of it, probably, yes.

Mr. Burgess: Thank you.

Mr. Shea: This item as shown on sheet 2, Mr. Keefe, together with other items which may cause added expense to the company, is separated from the items that are directly compensatory to firemen.

Mr. Keefe: Yes.

Mr. Shea: Before you leave sheet 3, Mr. Keefe; the summary on sheet 2, does that represent the total amount for the entire year?

Mr. Keefe: No, sir, that is for the month of October, 1913.

Mr. Shea: And sheet 1?

Mr. Keefe: The lower table on the right hand side of that sheet, yes, shows the—

Mr. Shea: That is all right. I wanted to get it straight. Now, just for further information on that, Mr. Keefe, Sheet No. 7, the totals for the month of October, 1913.

Mr. Keefe: Total present expense, column 23.

Mr. Shea: Column 18, what does that represent?

Mr. Keefe: Column 18 is the total amount of increase to each railroad and for all of the roads, for hostler expense.

Mr. Shea: Is that for one month?

Mr. Keefe: For one month, of October.

Mr. Shea: That would be the general total on the bottom.

Mr. Keefe: Yes, of \$234,868.86.

Mr. Shea: Should not that be the same as the total summary of Sheet No. 2?

Mr. Keefe: No, the summary on sheet No. 2, Mr. Shea, is for all classes of service; this total on sheet No. 7—

Mr. Shea: No; but take hostlers, \$235,978.54.

Mr. Keefe: I was going to explain, Mr. Shea. The figures shown on sheet No. 2, for hostlers, embrace all classes of service; the narrow gauge service, the electric service, and the steam service. The totals which you see on sheet No. 7 are for the standard gauge steam service.

Mr. Shea: Why should you make a distinction there?

Mr. Keefe: There is some expense incurred to comply with the provisions of that article on the electric gasoline service, and for the narrow gauge lines. If you will add up the total—

Mr. Shea: Well, it all comes under the heading of hostler service?

Mr. Keefe: The expense for hostlers, yes, sir.

Mr. Shea: On what other sheet do you get the general total of the expense incurred on account of the hostlers?

Mr. Keefe: Sheet No. 2 is a summary for all classes of service. That shows the total for every class of service, both narrow gauge, electric and standard gauge steam service.

Mr. Shea: That is the only place it shows?

Mr. Keefe: That is the only place it shows.

Mr. Sheean: So that if you add the standard gauge service shown on this sheet, and the gasoline service and narrow gauge service shown on other sheets, you should, if your figures are correct, get the total shown on sheet No. 2.

Mr. Keefe: They will total that shown on sheet No. 2.

Mr. Sheean: Now, was there anything more, Mr. Keefe, on these sheets 5 to 7 inclusive, showing the summary, railroad by railroad, for each class of service?

Mr. Keefe: No, sir.

Mr. Sheean: Turning now to sheet No. 8 on Exhibit 3, I note that the information there assembled combines paragraph 1 of Article 2, viz., the statement of rates of the proposal, with paragraphs 1 and 3 of Article 1, being the basis and rate of overtime payments in passenger service.

Mr. Keefe: They are both shown on the same sheet. They are not combined in any of the totals. Each one of the Articles and paragraphs shows the expense, both present and proposed, separately.

Mr. Sheean: Now, the information which is here tabulated applies the proposed Article 1, paragraphs 1 and 3, and the rates proposed in paragraph 1 of Article 2?

Mr. Keefe: Yes.

Mr. Sheean: To passenger operations for the month of October, 1913?

Mr. Keefe: Yes.

Mr. Sheean: That is done line by line—railroad by railroad, I mean?

Mr. Keefe: Yes, sir.

Mr. Sheean: And as to engineers, Mr. Keefe, what was the total payroll—that is, carried for purposes of comparison here on this sheet, with the proposed wages?

Mr. Keefe: You mean that part of the total payroll that was rates of pay or wages?

Mr. Sheean: Yes.

Mr. Keefe: In October, 1913, for engineers in passenger service it was \$1,056,830.89.

Mr. Sheean: The firemen, present and proposed, passenger service?

Mr. Keefe: Firemen, present, \$666,676.85; proposed, \$737,999.66.

Mr. Stone: Pardon me, Mr. Keefe, but I think you read the present wages for firemen wrong.

Mr. Keefe: \$663,676.

Mr. Sheean: Now, in columns 8 to 13 inclusive, just what is shown there, Mr. Keefe, sheet number 8 of Exhibit No. 3?

Mr. Keefe: The 8 to 13 inclusive shows the present and proposed expense in the way of overtime for engineers and firemen, and for both classes of service, in passenger service.

Mr. Shea: Is that both initial and terminal?

Mr. Keefe: This is road overtime.

Mr. Sheean: I think, Mr. Keefe, it might be well, just at this time, to explain or call attention to the instructions that were given uniformly to the roads, as to the necessity of keeping the overtime, the initial and final terminal delay and the automatic release in such manner that there should be no possible duplication in making their reports. I do not know that I care to have it read into the record.

The Chairman: He might state in substance what the request was.

Mr. Sheean: I was going to have him call attention to where the instructions are shown, without giving them in detail.

Mr. Keefe: The instructions are shown on sheet No. 2 of Exhibit No. 2, in the right hand column, opposite the paragraph marked "Overtime."

Mr. Sheean: Now, where you come to terminal delay, that is on the same sheet?

Mr. Keefe: The same sheet, the preceding paragraphs.

Mr. Sheean: Terminal delay, entries should be made as defined in this paragraph. Care should be exercised to avoid duplication. There should be no mileage allowance between passenger depot and point relieved from duty. The instructions as to automatic release and tie-up are also set up opposite that, on each one of these articles?

Mr. Keefe: Yes.

Mr. Sheean: So that the efforts that the committee made to keep away from error of counting both as overtime and as initial or final delay, are shown in the instructions which were uniformly given to the roads?

Mr. Keefe: Yes, sir; particular care was taken so as not to cause any duplication in ascertaining what the expense would be, under their proposal, and to keep each class of payments separate.

Mr. Sheean: And on this page 8 of Exhibit No. 3, which we were just discussing, columns 8 to 13, inclusive, endeavors to keep separate and to show, railroad by railroad, the overtime payments made by the roads in this month, and what the overtime payments would be, if this proposal were in effect?

Mr. Keefe: Yes.

Mr. Sheean: So that not merely as to total, but also as to payments on any particular line, there can be here ascertained the increase that would be brought about, or decrease that would be brought about by this proposal?

Mr. Keefe: Yes, sir.

Mr. Sheean: For instance, the first one is the Gulf & Interstate Railway; Chicago, Milwaukee & St. Paul, Puget Sound Lines.

Mr. Keefe: That is the Bellingham & Northern.

Mr. Sheean: Bellingham & Northern, Oh, yes; they are both small lines. Here is another, Duluth, South Shore & Atlantic; St. Louis & Southwestern; there seems to be a decrease, an actual decrease, of \$185.52.

Mr. Keefe: Yes, sir.

Mr. Sheean: Now, I wish you would just explain how that is brought about?

Mr. Keefe: The application of the automatic tie-up—automatic release and tie-up provision in Article 7, necessitated the payment of two days' pay, in some instances, where no payment is made continuously, and it runs into overtime; so that under the present basis, they are receiving overtime that under their proposal they would not receive, but in lieu thereof would receive two days' pay.

Mr. Sheean: And under the automatic release, you show there that the two days payment, without giving credit on the two days for the fact that overtime—what is now paid as overtime, a certain amount would be saved. You would be avoiding the duplication, unless you credited them with a saving under this?

Mr. Keefe: Yes.

Mr. Sheean: Have you correspondence with the St. Louis Southwestern as to just how that works out?

Mr. Keefe: I have not any particular one that works out as to that railroad.

Mr. Sheean: Have you in any of the correspondence with any of the roads here?

Mr. Keefe: Take the line number 9, Gulf & Interstate. That is one that I am directly connected with.

Mr. Sheean: Give us an illustration why, really, credit should be given in this column, in order to avoid the error of claiming excessive increases here?

Mr. Keefe: In October, 1913, there was some overtime accruing to the passenger crew which leaves Beaumont for Galveston, a distance of 75 miles, and who operated from Beaumont to Galveston and return as a part of one trip. They received overtime, because they were paid by the hours, for that trip, rather than miles. They received a certain amount of overtime. Under the men's proposal, applying Article 7, they would receive a day's pay for that crew from Beaumont to Galveston, and another day's pay back from Galveston to Beaumont, thus eliminating the overtime that had accrued on that trip, under their then plan of operation and agreement.

Mr. Burgess: How many miles?

Mr. Keefe: Seventy-five.

Mr. Burgess: Seventy-five miles each way?

Mr. Keefe: Yes, sir.

Mr. Sheean: And the operation in October, 1913, was a round trip, Beaumont to Galveston, you say?

Mr. Keefe: Yes, sir.

Mr. Sheean: And in making that round trip, under the operations now, or as they were in October, 1913, there did accrue overtime?

Mr. Keefe: Yes.

Mr. Sheean: In applying the automatic release rule, when we come to that, to that operation as you operated in the month of October, 1913, there would be the payment for two full days, under the automatic release?

Mr. Keefe: Not under the automatic release, there would not be the two full days. There would be the difference between the 150 miles and the 200 which they received, so we adopted the automatic release article, with fifty additional miles, which was necessary to be paid out by reason of the operation of that rule.

Mr. Sheean: But in thus paying them the two full days, under the proposal, unless you gave credit here as you do for the fact that certain overtime paid under your present rule, would not accrue, where they got the two days under the other rule, it would have the effect, if you did not do that, of counting it twice, would it not?

Mr. Keefe: Yes, sir.

Mr. Sheean: And, therefore, where the automatic release rule or any other rule does bring about an added expense, if, by that added expense, it makes a certain saving in anything that is now paid as overtime or otherwise, the effort here has been to give due credit to the saving, as well as to the added expense, so as not to pyramid or count twice the same payments?

Mr. Keefe: Yes, sir.

Mr. Nagel: You state the net result.

Mr. Keefe: We show under the different articles that bring about the increased expense, the amount that that article or expense for taking that article—you might not know what that article was responsible for in the way of increased expense.

Mr. Sheean: And as to each line, the net result is stated?

Mr. Keefe: Yes, sir.

Mr. Sheean: Was there some question, Mr. Chairman?

The Chairman: No.

Mr. Sheean: Now, in reality, Mr. Keefe, from now on, on from sheet number 8, on Exhibit No. 3, there is shown the detail, article by article, by which you arrive at the general conclusion, stated line by line, on the preceding part of the exhibit?

Mr. Keefe: Yes.

Mr. Sheean: To go back and make certain of that, just while we are at it, on sheet 5 and the following sheets, in carrying out these totals for any one of the railroads in this standard gauge steam service, you have shown the net result to that line, of the entire operation in these different classes of service?

Mr. Keefe: Yes, sir.

Mr. Sheean: So that if there was a saving, under the head of overtime, by virtue of the fact that there was that much added increase under some other particular rule, you have given the credit, if there was a credit, in carrying out the total shown for the line on sheets 5 and following?

Mr. Keefe: Yes, sir, that is the net result shown on sheets 5, 6 and 7.

Mr. Sheean: So that, beginning at sheet 8, you show the detail, article by article, how it affected the different roads; is that correct?

Mr. Keefe: Yes, sir.

Mr. Sheean: Now, was there anything more you wished to say as to sheet 8, Mr. Keefe, before we pass to sheet number 9?

Mr. Keefe: No; I take it that it is plain that the rates which are shown as minimum or mileage allowances, as rates that they asked for in passenger service, and it was those rates that we used in applying them to the trip tickets for actual operations in October. That is all for passenger service only, and the rates shown are for passenger service.

Mr. Sheean: Now, sheet number 9 shows, road for road, the change, due to the proposed application of rates in through or irregular freight service, and in local or way freight service?

Mr. Keefe: Yes, as contained in Article 2, Paragraph 2, of the proposal.

Mr. Sheean: The showing on this sheet is the showing solely as to rates, and independently of a consideration of any change in rules?

Mr. Keefe: Correct.

Mr. Sheean: That also shows, railroad for railroad, and at the bottom, total in each of the classes of service, both for engineers and firemen in each class of service?

Mr. Keefe: Yes.

Mr. Sheean: So that the effect upon the combined service,—combined railroads will be shown on the bottom line, or railroad by railroad, on reading from left to right, across the page?

Mr. Keefe: Yes.

Mr. Sheean: Was there anything more about sheet number 9?

Mr. Keefe: No, sir.

Mr. Sheean: Sheet number 10 gives what information?

Mr. Keefe: The rates of pay for pusher, helper, mine run, work, wreck, belt line, transfer, and all other unclassified service, as between the wages as provided for in the present agreement and that which is asked for in their proposal, which is the through freight rate. The first column is for all classes of engines other than the Mallet type. The column on the right hand side applies to the Mallet type engines.

Mr. Shea: I notice opposite several of those roads, Mr. Keefe, you have a notation "No data furnished." What does that indicate?

Mr. Keefe: Why, there were certain railroads that stated they were unable to furnish us the information we asked for, so as to make a showing for their roads; such as the Trinity & Brazos Valley. At the first part of the proceeding, they furnished us the data; then they went in the hands of the receiver, and the receiver said he did not have the money—could not afford to furnish the data we called for, and asked to be excused from furnishing it. The Missouri & Northern Arkansas pleaded poverty in their inability to furnish us any data.

Mr. Park: They are in the hands of a receiver, are they not?

Mr. Keefe: I do not know. I would not be positive. I do not know. The Kansas City, Clinton & Springfield, likewise in

that same fix. The Davenport, Rock Island & Northwestern came in towards the end of the movement—that is, it was some time, I think in May or April that they came in, and they asked to be relieved from furnishing us the data. They are all small lines, Mr. Shea, and they do not affect the situation.

Mr. Shea: Take the Pierre, Rapid City & Northwestern, is that a part of the North Western Road?

Mr. Keefe: The Pierre & Ft. Pierre Bridge Railway Company?

Mr. Shea: No, the Pierre, Rapid City & Northwestern, or no, you are right, the Pierre & Ft. Pierre Bridge Railway Company.

Mr. Keefe: The Pierre & Ft. Pierre Bridge Railway Company is a terminal line, as I understand it, two or three miles long, and that came in toward the end of the movement, or some time in May, when we were negotiating. It was so small that we did not bother getting data from them. They have only one engine, I believe, or two engines.

Mr. Sheean: Is there anything on this sheet 10 to which you wish to direct attention, Mr. Keefe, particularly?

Mr. Keefe: No, sir.

Mr. Sheean: It simply enables the Board to ascertain what the wages paid were, on any one of these railroads, in this class of service, during this month; and the wages as proposed, in the particular class, during that month.

Mr. Keefe: The extent of the increase.

Mr. Sheean: And also from the bottom line, the total payment under these heads and the total proposed, both separated as between engineers and firemen, and separated as between the classification of engines?

Mr. Keefe: Yes.

Mr. Shea: Before you pass that, Mr. Sheean, take columns 8, 9, 10, 11, 12, 13 and 14, what does that represent?

Mr. Keefe: That represents the present as well as the proposed expense to engineers and firemen in pusher, helper, mine runs, work, wreck, belt line, transfer and all other unclassified service having the Mallet type of engines in that service.

Mr. Sheean: Those were the roads, which in that month of October, 1913, operated Mallets in that class of service?

Mr. Keefe: Yes.

Mr. Sheean: Any one of the classes of service known as pusher, helper, mine runs, work, wreck, belt line, transfer and all other unclassified service?

Mr. Keefe: Yes, sir.

Mr. Sheean: There was no effort to make the classification any more minute than the classification made in the proposal itself?

Mr. Keefe: That is correct.

Mr. Sheean: On page 11 of Exhibit 3, what is the information there tabulated?

Mr. Keefe: That shows the present or proposed expense, and the extent of the increase in rates of pay for Mallet type engines in the respective classes of service shown. That is, the present and proposed expense of Mallet type engines in passenger, through freight and local freight.

Mr. Sheean: It would seem, Mr. Keefe, that in the month of October, 1913, the Santa Fe Eastern Lines, and the Santa Fe proper, and the Southern Pacific Company, were the only roads which operated Mallets in passenger service, or the only ones where this change in rates on Mallets would affect them. Do you know which of those two things was the case?

Mr. Keefe: There are only two roads really that used Mallet engines in passenger service, and those were the Coast Lines of the Santa Fe, and the Southern Pacific. From the amounts shown for the Eastern Lines of the Santa Fe, it was emergency service, or occasional trips only, and it was not a regular service.

Mr. Sheean: It would seem from the first line there, that there was one trip probably made with a Mallet in passenger service, on the Santa Fe Eastern Lines.

Mr. Keefe: Yes, sir.

Mr. Sheean: And the Coast Lines apparently had in passenger service, an engine or engines, during that month?

Mr. Keefe: Yes.

Mr. Sheean: While the Southern Pacific Company, as was testified to by Mr. Kearns, apparently at that time was using quite a number of Mallet engines in passenger service?

Mr. Keefe: Yes, sir.

Mr. Sheean: Now, in through or irregular service, the

showing here is as to the rates paid on Mallets which were used in that class of service during that month?

Mr. Keefe: Yes.

Mr. Sheean: And also wherever Mallets were used in local, or way freight service?

Mr. Keefe: Yes.

Mr. Sheean: Many lines in this territory have no Mallet operations, or had none in the month of October, 1913?

Mr. Keefe: That was my understanding, yes.

Mr. Sheean: Was there anything special concerning this sheet No. 11 to which you wish to direct attention, Mr. Keefe?

Mr. Keefe: No, sir.

Mr. Sheean: Sheet No. 12 makes comparison of overtime paid in the month of October, 1913, and what would have been paid if the requests of the engineers and firemen had been in effect, in all classes of service, other than passenger, all classes of road service?

Mr. Keefe: Yes.

Mr. Sheean: Now, Mr. Keefe, in order to get this information which is shown as to the standard gauge steam service, I wish you would give us some idea (without reading it all into the record) as to how specific were the instructions, so as to bring about uniformity in the manner of compiling it by the different roads.

Mr. Keefe: The detailed instructions, which are shown on pages 3 and 4 of Exhibit No. 2, contain minute instructions as to the computation of overtime under their proposals as compared with the present arrangement, so as to ascertain clearly what would have been the increase if their proposals had been in effect during that month.

Mr. Sheean: And on those pages of Exhibit 2, showing the forms as well as the instructions, were examples and illustrations given, so as to avoid any possibility of depreciation in their figuring or making these reports, or returns.

Mr. Keefe: Yes, in each class of service there were examples or illustrations given, so as to make it clear just what our desires were as to showing how this overtime was to be tabulated in the forms that they were asked to fill out.

Mr. Sheean: And those tabulations are shown in the instructions which are set out as a part of this Exhibit No. 2?

Mr. Keefe: Yes.

Mr. Sheean: Now, what, Mr. Keefe, was the difference, or would have been the difference, in the month of October, 1913, if the railroads were paying or had been obliged to pay for the services shown by the time slips, on the basis of this request, as to this particular part of the request? Just take all of the lines.

Mr. Keefe: In through and irregular freight service—do you want them separate as to engineers and firemen?

Mr. Sheean: No, take the total. The detail as to engineers and firemen is shown on the sheet, but in through or irregular service, what were the payments to both engineers and firemen and the increase?

Mr. Keefe: The amount of overtime that was paid in October, to both classes of employes was \$146,285.22. It would have amounted to \$222,233.83, if their proposals had been in effect, or an increase of \$75,948.61.

Mr. Sheean: And in that computation, or in that detailed table, it is also shown, as in one of the preceding tables, that if certain roads considered overtime in freight service as a separate item, there would have been a saving on that item.

Mr. Keefe: Yes.

Mr. Sheean: Credit here given so as to be properly considered in connection with the added expense that would arise under another article.

Mr. Keefe: Yes.

Mr. Sheean: In local or way freight service during that month of operation, what was paid to the engineers and firemen in the way of overtime?

Mr. Keefe: There was actually paid \$154,668.89.

Mr. Sheean: That is shown as the total of column 12.

Mr. Keefe: Yes. And that they would have received, if their proposals had been in effect, \$236,520.23, or an increase of \$81,851.34.

Mr. Sheean: The detail, both as to engineers and firemen is also shown railroad by railroad on this sheet, reading from left to right.

Mr. Keefe: Yes.

Mr. Sheean: In pusher, helper and other unclassified service, what was paid in the way of overtime during that month?

Mr. Keefe: There was paid a total of \$107,364.12. There would have been paid, if the proposals had been in effect, \$168,672.17, or an increase of \$61,308.05.

Mr. Sheean: Now, in this column 22, headed "Total Increase," how is that arrived at?

Mr. Keefe: That is the total increase of through and irregular freight service (Column 7); local or way freight service (Column 14); pusher, helper, mine-runs, work, wreck, belt line, transfer and all other unclassified service (Column 21).

Mr. Sheean: And, if, in the month of October, 1913, this proposal had been in effect, what would have been the total additional payments required of all of the roads in the way of overtime, in all other service except passenger and switching?

Mr. Keefe: \$219,108.

Mr. Sheean: That is the total increase shown in column 22?

Mr. Keefe: Yes.

Mr. Sheean: Was there anything further as to this sheet No. 12, to which you wish to direct attention?

Mr. Keefe: No, sir.

Mr. Sheean: If I am going too fast for you gentlemen to keep up comparison of the respective showings, just stop me there.

Mr. Byram: I think we can keep up to you.

Mr. Sheean: I didn't know but what I was going ahead too rapidly.

Mr. Byram: No. Go right along.

Mr. Sheean: Sheet 13, Mr. Keefe, assembles the same information as to what particular part of the request?

Mr. Keefe: As to Article 2, paragraph 5. (Reading:) "On all divisions where grade is one and eight-tenths per cent or over, an increase of ten per cent over Valley rates will be paid.

"This sheet shows the amount to engineers and firemen respectively in passenger service, through or irregular freight service, local or way freight service, pusher, helper, mine-runs, work, wreck, belt line, transfer and all other unclassified service."

Mr. Sheean: And, Mr. Keefe, how was this information assembled, as to all of the railroads where there is any such grade, or only in mountain territory?

Mr. Keefe: As to all railroads that had grades of that

amount, and applied to all the trains operated over any territory or divisions that had grades of 1.8 or over.

Mr. Sheean: Not limiting it to mountain territory, but making inquiry of the roads as to whether or not they had grades of 1.8 or over, and if so, to report as to the change in payment which would have accrued in October, 1913.

Mr. Keefe: Yes.

Mr. Shea: Well, Mr. Keefe, for example, supposing you had a division of 150 miles, and there were two miles in this division that had a spread of 1.8 per cent, would this increased rate of 10 per cent be applicable over the entire 150 miles?

Mr. Keefe: That is the way I understood the interpretation of the committee.

Mr. Shea: Is that the way this has been computed?

Mr. Keefe: Yes.

Mr. Burgess: Mr. Keefe, won't you help us out a little bit on this exhibit or this sheet. I thought there were only four or five roads that did have grades of this amount, who were paying this mileage at the present time, this increase.

Mr. Keefe: The wages at the present time do not represent what the roads are now paying on grades 1.8 or over, but it includes any differentials that they may have, regardless of the height of the grade, or the amount of the grade, or steepness of the grade, and the present expense shows what those differences amount to. The proposals show what they would have been, under the request.

Mr. Shea: And do all of these railroads have mountain mileage payments to make?

Mr. Keefe: That show any returns under present expense, you mean?

Mr. Shea: Yes.

Mr. Keefe: I so understand it, yes, sir.

Mr. Park: If the Illinois Central, to illustrate, had, on the Kentucky division, four or five miles grade 1.8 per cent, and the balance of the division was practically level, that would apply, as I understand it.

Mr. Keefe: It would apply to all trains operating over that district or division, for the entire length.

Mr. Sheean: On line 39.

Mr. Byram: You understand that to be the claim of the men?

Mr. Keefe: That I understand was the interpretation that was placed on their request by the engineers' and firemen's committee.

Mr. Park: Referring to that line, 39, that attracted my attention, inasmuch as the Illinois Central is mainly a water grade line. Still, we get apparently a considerable amount of mileage.

Mr. Sheean: You will see the request "On all divisions where grade is 1.8 or over, an increase of 10 per cent over valley rates will be given." That is the form of their request, and that is printed across every rate shown in the exhibit. 10 per cent as to every railroad. I have forgotten the number of the exhibit. Exhibit No. 4, you will find those rates spread out. That is spread opposite all of those rates on every railroad, a statement that, "On all divisions where grade is 1.8 or over, an increase of 10 per cent over valley rates will be given."

Mr. Park: Then one road might have a small grade, of 1.8 per cent, and all of the balance would be practically level; while a road would be up and down 1.7 per cent, and would not take that rate?

Mr. Sheean: I so understand the request, although I perhaps ought not to interpret the request here. If you will look at their Exhibit No. 4, and see the request itself, I do not see how it can be very well susceptible of any other interpretation than the one you have stated here.

Mr. Park: And the witness says the compilation was made on that basis?

Mr. Sheean: Yes.

Mr. Keefe: Yes, sir.

Mr. Sheean: Now, Mr. Keefe, is it not a fact that in column 1 of this page, sheet number 13, all roads are shown which now have a differential because of grades, or mountains, or conditions of that sort?

Mr. Keefe: Yes, I so understand it.

Mr. Sheean: In the 83 railroads which are shown upon that page, the only ones which now provide special differentials are the Santa Fe, line 6; Canadian Pacific, line 14; and do you

put the Burlington, line 20, in, as paying somewhere a differential?

Mr. Keefe: So the report indicates, yes, sir.

Mr. Sheean: Line 24, the Chicago, Milwaukee & St. Paul; line 33, the Denver & Rio Grande; line 38, the Great Northern; line 55, the Northern Pacific; line 56, the Oregon-Washington; and line 67, the Southern Pacific.

Mr. Keefe: Yes, sir.

Mr. Sheean: As against those lines on which payments are at present made, because of mountain conditions, aggregating in all nine in number, there would be, under this proposal, how many roads, which, because of having a 1.8 per cent grade, would be required to make a differential?

Mr. Keefe: In passenger service, 37.

Mr. Park: Mr. Keefe, all of the roads that were enumerated by Mr. Sheean were Trans-Continental lines, with the exception of the Burlington, that is, through the Rocky Mountains?

Mr. Keefe: I am not clear that the Oregon-Washington Railway goes through the Rocky Mountain district; they go through the mountain territory, however.

Mr. Park: Through the Cascade Mountains.

Mr. Keefe: The Cascade Mountains, yes.

Mr. Sheean: You have shown on this page, Mr. Keefe, the change in present wages paid in mountain territory, both as to engineers and firemen, in passenger, through and irregular freight, local and way freight, and unclassified service?

Mr. Keefe: Yes, sir.

Mr. Sheean: So that, railroad by railroad, the effect of this proposal can be seen on those which now have a mountain differential; and also the effect upon railroads which, under this mathematical relationship attempted between grades and wages, would be affected?

Mr. Keefe: Yes, sir.

Mr. Shea: Do not the Atchison, Topeka & Santa Fe have a differential on certain parts of that system on account of the grade?

Mr. Keefe: Which part of it? There is one part of it shown here.

Mr. Shea: Well, the Western Lines.

Mr. Keefe: The Coast Lines, do you mean?

Mr. Shea: No.

Mr. Sheean: That is Line 6.

Mr. Shea: The Atchison, Topeka & Santa Fe.

Mr. Sheean: Well, Line 6 shows that they now pay, Mr. Shea, that is the A., T. & S. F. Railway—Santa Fe, Prescott & Phoenix Lines, line number 6, shows payment of 161.82 in that month as a differential, in passenger service.

Mr. Keefe: Yes, sir.

Mr. Shea: Shouldn't that show in column 1? What part of the Atchison, Topeka & Santa Fe does that represent?

Mr. Keefe: It represents the Santa Fe, Prescott & Phoenix Lines.

Mr. Shea: But take the Atchison, Topeka & Santa Fe, Western Lines, don't they have the differential there?

Mr. Keefe: I am not entirely clear that they have, Mr. Shea. I can look up the schedule. They don't report any present expense under their returns.

Mr. Shea: I think they have.

Mr. Keefe: I can make an examination of their schedule. I don't recall it. I am not familiar with that part of our system.

Mr. Shea: But in the proposed column you allow it?

Mr. Keefe: Yes, sir, we figured it in the proposed.

Mr. Sheean: Is there anything further as to this operation in grades of 1.8 per cent or over, to which you wish to direct special attention, Mr. Keefe?

Mr. Keefe: No, sir.

Mr. Sheean: Sheet number 14 makes comparison of what features of the request?

Mr. Keefe: Article 3, paragraph 1; Article 3, paragraph 2; and Article 3, paragraph 3.

In the first paragraph and article I mentioned there is no estimate or figures given as to the proposal of the men.

Mr. Sheean: Separating the definition from the second paragraph of it, which fixes the rate?

Mr. Keefe: Yes, sir.

Mr. Sheean: You put the added expense under the increase in rate, rather than under the definition?

Mr. Keefe: Yes, sir.

Mr. Sheean: That is, the additional expenses shown in columns 2, 3 and 4, are the additional expenses which would have accrued had all of paragraphs 1 and 2 been in effect?

Mr. Keefe: No, columns 2, 3 and 4 show the added expense to the railroads, by reason of the increase in the differential of local over through freight rates.

Mr. Sheean: Oh, I see. Then, Mr. Keefe, even though certain trains here which are now not considered local trains, might possibly be changed by this definition, that you have not attempted to ascertain in money?

Mr. Keefe: Well, if they were changed and were considered as a local train, the instructions provided that they should be computed and show the rates of pay under local or way freight service, under sheet number 9. That is, they must consider all trains which would be classed as local under this provision. The cost would be shown under the rate of pay column sheet.

Mr. Sheean: That is where you have shown, railroad by railroad, in each class of service, the added expense in local or way freight service, as shown on sheet number 9?

Mr. Keefe: Sheet number 9, yes, sir.

Mr. Sheean: Columns 2, 3 and 4, then, simply show the additional cost or additional expense by changing the differential where the differential now, we will say, is 25 cents per day, to 10 per cent of the rate?

Mr. Keefe: Yes, sir.

Mr. Sheean: Or whatever the present differential is, changing it to a differential of 10 per cent over through freight?

Mr. Keefe: Yes, sir. These columns only show the amount of that differential over and above what is at present being paid in local service.

Mr. Sheean: That is also shown railroad by railroad?

Mr. Keefe: Yes.

Mr. Sheean: Will you give us, if you please, what the additional expense of both engineers and firemen in local or way freight service during that month's operation would have been, had this proposal been in effect?

Mr. Keefe: \$46,143.29.

Mr. Sheean: Under the heading of miscellaneous allowances, just what information is there assembled?

Mr. Keefe: That shows the present expense that is paid for allowances such as are specified in Article 3, paragraph 3, of the men's proposal, compared with what they would receive if the demands had been in effect, figuring the overtime rates on the basis of time and one-half.

Mr. Sheean: That is, in Exhibit No. 1 of the railroads, there were set out various provisions of various railroad schedules, whereby, for the doing of such work as the loading and unloading of freight, or stock, or company material, or switching, various work of that sort, provision was made for compensation in some form, to the engineer and fireman?

Mr. Keefe: Yes.

Mr. Sheean: You have shown under columns 5, as to engineers; 7, as to firemen; and 9, as to engineers and firemen combined, the amounts, which in the month of October were paid for these services under the different schedule provisions?

Mr. Keefe: Yes.

Mr. Sheean: What was the total amount in addition to the mileage or time allowances made to the engineers, in the month of October, for this kind of work?

Mr. Keefe: The total increase was \$77,802.05.

Mr. Sheean: That is the total increase to both engineers and firemen?

Mr. Keefe: Engineers and firemen, yes, sir.

Mr. Sheean: Let me ask you first what the total amount that was paid was? •

Mr. Keefe: The amount that was paid in October was \$23,988.08.

Mr. Sheean: And under this proposal of the men, what amount would have been paid?

Mr. Keefe: \$101,790.13, or an increase of \$77,802.05.

Mr. Sheean: And in this amount of what would have been paid, the portion of the request which provides that doing any other similar work shall be paid for at overtime rates in addition to time or mileage made on the trip, carries out the payments for this kind of work, at time and one-half, does it?

Mr. Keefe: Yes.

Mr. Sheean: Because the overtime rate which is provided for through or irregular freight service, in the proposal here, is time and one-half?

Mr. Keefe: Yes.

Mr. Sheean: So that a part at least of this greatly increased showing here, is due to the fact that the proposal now requires payment for work of this sort, in connection with the regular run or trip, to be paid for at the rate of time and one-half?

Mr. Keefe: Yes.

Mr. Sheean: Anything further that you wanted to call attention to in connection with that part of the exhibit?

Mr. Keefe: No.

Mr. Sheean: Sheet 15 treats of what article or articles?

Mr. Keefe: It treats of the switching service.

Mr. Sheean: In standard gauge steam service?

Mr. Keefe: Switching service in standard gauge steam service. In the first division, columns 1 to 7, are with reference to the rates of pay in switching service. Columns 8 to 10, inclusive, is additional expense because of the so-called night differential of 2 cents. Columns 11 to 13 is the additional expense by reason of the continuous time basis for computing overtime in yard service. Columns 14 to 16, inclusive, show the additional expense when road engines are used in yard service.

Mr. Sheean: As to that last item, Mr. Keefe, I think as I recall it, that those who proposed the article, that when road engines are used in yard service, road rates will apply, answered that that request was intended to cover a situation where a converted road engine was provided with foot boards and headlights both at the front and rear end. Are the figures in this last column made up so as to show what expense would be caused to the railroad companies, if for all former road engines, now converted road engines in switching service, they were obliged to pay in accordance with this request, during the month of October, 1913?

Mr. Keefe: Yes, as well as, of course, such road engines as were used temporarily in switching service that were not so converted.

Mr. Sheean: I wanted to make clear, Mr. Keefe, that the figures shown here in switching service, do not show only the occasional road engine used in switching service, but also include, in accordance with the interpretation placed by the men upon their request, as I say, all road engines which have been

converted by putting front and rear foot boards on them, and headlights at both ends, and that are being used in switching service?

Mr. Keefe: Yes.

Mr. Sheean: There has been no separation made as to just what part of the expense here was due to a road engine being used at times in switching service, and what part was due to the fact that request was made to cover all road engines used in switching service?

Mr. Keefe: No such separation has been made, no, sir.

Mr. Sheean: By the way, have you here the query and response of the men as to the propriety or impropriety of thus interpreting this request?

Mr. Park: Mr. Sheean, was it specifically understood between the Managers' Committee and the Engineers as to what constituted a road engine in switching service?

Mr. Sheean: That is what I was just asking for now, Mr. Park.

Mr. Keefe: There was an interpretation given there.

Mr. Sheean: Under date of April 23, 1914, in a letter addressed to Messrs. Stone and Carter, signed by the Chairman of the Conference Committee of Managers, the following question was asked:

"Example 31. Last Clause of Article 4—Switching Service: Road Engine Used.

"When road engines are used in yard service, road rates will apply."

"It is present practice of a number of lines to use engines assigned to road service temporarily in switching service, pending taking them into shops for repairs. Such engines are fitted with front and rear headlights and footboards. Under such conditions, will this clause of above quoted article apply?"

Mr. Keefe: Page 98.

Mr. Sheean: Under date of April 30, 1914, the following answer was given:

"Example 31:

"Last Clause of Article 4—Switching Service: Road Engine Used—When road engines are used in road service, road rates will apply.

"It is present practice of a number of lines to use engines

assigned to road service temporarily in switching service, pending taking them into shops for repairs. Such engines are fitted with front and rear headlights and footboards. Under such conditions will this clause of above quoted article apply?"

"Answer to Example 31:

"Yes." Signed by Messrs. Stone and Carter.

Mr. Byram: You read that, "Road engines in road service," when you first began to read, and the stenographer carried it off that way.

Mr. Sheean: Yard. Here is both the example and the answer.

"Example 31:

"Last Clause of Article 4—Switching Service: Road Engine Used—'When road engines are used in yard service, road rates will apply.'

"It is present practice of a number of lines to use engines assigned to road service temporarily in switching service, pending taking them into shops for repairs. Such engines are fitted with front and rear headlights and foot-boards. Under such conditions will this clause of above quoted article apply?"

"Answer to Example 31:

"Yes."

Mr. Park: What I wanted to get at was, under this proposal, could a road engine be regularly assigned as a switch engine and say that it was not intended to go to the shop, permanently assigned to yard service?

Mr. Sheean: Well, we took the answer that you could not even do it temporarily, surely as meaning that you could not do it permanently, and that answer was even where the assignment was temporary, and it was fitted with footboards and front and rear headlights; that you could not even temporarily make the assignment, and must pay the road rates; and if it could not be done temporarily, even pending repairs, we assumed that it could not be done at any time. I think there is no question about that, in view of the testimony of Mr. Cadle, to which attention was directed, page 249.

Mr. Cadle: I think it was the intent—it is my judgment that it was the intent of the rule when it was formulated, that the rates should apply to all road engines when used in switching service.

Mr. Sheean: Well, Mr. Cadle, I am still not clear as to whether or not that rule would permit a road converting a road engine into a switch engine by putting footboards and front and rear headlights, to pay only switch rates for it, or whether they would continue to pay road rates on such an engine?

Mr. Cadle: The way that rule is written, I do not see how you can interpret it any other way.

Mr. Sheean: Than that we would have to pay road rates on all converted engines?

Mr. Cadle: Yes, sir.

Mr. Sheean: Whether temporary, permanent or otherwise?

Mr. Cadle: Yes, sir.

Mr. Sheean: Now, Mr. Keefe, on this sheet No. 15, will you just give us, briefly, please, what the actual payments to engineers and firemen in switching service were for the month of October, 1913.

Mr. Keefe: \$1,216,724.72.

Mr. Sheean: And under the proposed change in wages, rates alone, what would the amount have been?

Mr. Keefe: \$1,436,050.58.

Mr. Sheean: As shown in column 6, total of column 6?

Mr. Keefe: Yes.

Mr. Sheean: An increase of how much?

Mr. Keefe: \$219,325.86.

Mr. Sheean: The effect, railroad by railroad, is shown across the page?

Mr. Keefe: Yes.

Mr. Sheean: Reading from left to right?

Mr. Keefe: Yes.

Mr. Sheean: Now, Mr. Keefe, as to this change or proposed change in switching, in the meal hour rule—I do not mean meal hour rule. A proposed change, whereby a differential is paid between night and day service, what would the effect be, or what would have been the effect in this one month, with this 2 per cent differential?

Mr. Keefe: The total for both engineers and firemen, shown at bottom of column 10, \$31,606.31.

Mr. Sheean: And in columns 11, 12 and 13, changing the

basis of the day's work and payment of overtime, just give, if you please, there, the items that enter into and form part of these figures given.

Mr. Keefe: First, "Ten hours or less will constitute a day's work in switching service. Time to be computed continuously, all over ten hours to be computed and paid for at rate of time and one-half. All overtime to be computed on minute basis. Also, Article 4, paragraph 4, switch engineers and firemen will not be required to work longer than six consecutive hours without being allowed 30 minutes undisturbed for meals."

Mr. Sheean: In connection with the figures here shown, is any consideration given to the fact that the changing of meal hour arrangements may be cause of conflict with the meal hour provisions of the trainmen, the switchmen, cause the switchmen to be idle while the switch engineer is taking his meal hour, the switch engineer in turn to be idle when the rest of the crew are taking their meals?

Mr. Keefe: No computation of that character is made.

Mr. Sheean: It is a fact, is it not, that all the switchmen have schedule provisions as to their meal hours?

Mr. Keefe: It is my understanding, yes.

Mr. Sheean: That is in their schedule where you find provision as to meal hour for switch engineers and switch firemen, you will find a provision for the meal hour for the switching crew?

Mr. Keefe: Generally speaking, it is my understanding.

Mr. Sheean: Any upsetting or disturbance there would be in operating conditions, whereby part of the crew went off part of the day, part of the time is not taken into consideration here at all?

Mr. Keefe: No.

Mr. Sheean: What change in the additional expense caused by these paragraphs three and four, Article 4, would have been brought about in this month's operation?

Mr. Keefe: A total of \$168,786.73.

Mr. Sheean: Your column 17, total increase in switching service, is the addition of all of these items of increase shown across the page, Mr. Keefe?

Mr. Keefe: Yes, sir.

Mr. Sheean: Changing the payrolls to the extent, in switching service of \$461,963.28.

Mr. Keefe: Yes.

Mr. Sheean: During the month of October alone?

Mr. Keefe: Yes.

Mr. Sheean: And that is on a payroll in switching service, I think you said, of a million and a half dollars, approximately?

Mr. Keefe: Yes, sir.

Mr. Sheean: Or \$1,200,000. I won't ask you to add up those figures. The figures themselves show on this page as to what the present payments were in that service.

Mr. Keefe: Only as to the rates paid, yes. Shows \$1,200,000 as to the rates of pay only.

Mr. Sheean: And the other items of additional expense in switching service do not—the other items which enter into the pay of the switch engineers and firemen are not carried out separately here?

Mr. Keefe: They are not, no, sir.

Mr. Sheean: Now, Sheet No. 16, Mr. Keefe, takes up what subject? Takes up the subject of preparatory time?

Mr. Keefe: Yes, sir.

Mr. Sheean: And shows, railroad by railroad, the change or the amount that would be added, by creating a part of the engineers' and firemen's daily work, and labeling it "Preparatory Time," and paying for it independently from mileage or any other work performed, or paying for it as an arbitrary?

Mr. Keefe: Yes, sir.

Mr. Sheean: In this part of the comparison, you have treated preparatory time, not as used in some schedules, but as defined practically in the proposal here made?

Mr. Keefe: Yes, sir.

Mr. Sheean: Of an arbitrary which is separate and distinct from any other part of the work?

Mr. Keefe: Yes.

Mr. Sheean: So that schedules which make provision for the beginning of the day's work, in any other way than as treating as a separate and distinct arbitrary from all other part of a day's work, are not here compared with this item of preparatory time?

Mr. Keefe: That is correct.

Mr. Sheean: The first column on this page shows all the roads in the Western territory, on which payment is made arbitrarily for preparatory time, separate and distinct from overtime or other work?

Mr. Keefe: In passenger service.

Mr. Sheean: In passenger service, yes. Column 8 shows the five roads on which no payment is made in through or irregular service.

Mr. Keefe: For engineers, yes.

Mr. Sheean: And so as to local or way freight?

Mr. Keefe: Yes.

Mr. Sheean: And as to each of the classes of service?

Mr. Keefe: Yes.

The Chairman: We will adjourn now until 10 o'clock Monday morning.

(Whereupon, at 5 o'clock P. M., January 22, 1915, an adjournment was taken to January 25, 1915, at 10 o'clock A. M.)

IN THE MATTER OF THE
 ARBITRATION
between the
 WESTERN RAILWAYS
and
 BROTHERHOOD OF LOCOMOTIVE
 ENGINEERS
and
 BROTHERHOOD OF LOCOMOTIVE FIRE-
 MEN AND ENGINEMEN
*under the Act approved July 15, 1913, by agree-
 ment dated August 3, 1914.*

Chicago, Illinois, January 25, 1915.

Met pursuant to adjournment at 10:04 A. M.

Present: Arbitrators and parties as before.

Mr. Phillips: Mr. Chairman, before we begin with the witness, if I may—

The Chairman: Yes, sir.

Mr. Phillips: I desire to call attention to a slight error on page 3357 of Friday's proceedings.

About the ninth line on that page, reading, "The table from which you read there is in part of the Great Northern Schedule," should read, "The table from which you read is no part of the Great Northern schedule." The word "in" should be changed to "no."

WILLIAM W. THOMPSON was called as a witness, and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Sheean: State your name, please?

Mr. Thompson: William W. Thompson.

Mr. Sheean: Where do you live, Mr. Thompson?

Mr. Thompson: I am living at Plymouth, Michigan, at the present time.

Mr. Sheean: What is your business?

Mr. Thompson: Roundhouse foreman at that point.

Mr. Sheean: Employed by what company?

Mr. Thompson: By the Pere Marquette Railroad Company.

Mr. Sheean: Were you ever in the employ of the Chicago, Rock Island & Pacific Railroad Company?

Mr. Thompson: Yes, sir.

Mr. Sheean: At what time?

Mr. Thompson: Well, from December, 1908, until May 3rd, 1909.

Mr. Sheean: In what capacity, what was your work with the Rock Island?

Mr. Thompson: As locomotive engineer.

Mr. Sheean: Running between what points?

Mr. Thompson: While on the Oklahoma Division I worked between Caldwell, Kansas, and El Reno, Oklahoma; also south of there, Waurika.

Mr. Sheean: Before being with the Rock Island, had you been a locomotive engineer on any other road?

Mr. Thompson: Yes, sir, I was employed that time by the Pere Marquette Railroad Company but was away on leave of absence on account of slack business.

Mr. Sheean: From December, you say, 1908, until April, 1909, you were a locomotive engineer with the Rock Island?

Mr. Thompson: Yes, sir.

Mr. Sheean: Now, on the Oklahoma Division did you run through a town called Dover, at any time?

Mr. Thompson: Yes, sir.

Mr. Sheean: That is an intermediate point, is it, between some of the terminals there that you have mentioned?

Mr. Thompson: Between Caldwell, Kansas, and El Reno.

Mr. Sheean: Caldwell, Kansas, and El Reno?

Mr. Thompson: Yes, sir.

Mr. Sheean: During the time that you ran there, did you at any time, because of a turning of switch lights, jump off of the engine and sustain a fracture of the collar bone?

Mr. Thompson: No, sir.

Mr. Sheean: Was there, at the town of Dover, at any time during the time that you operated there, a switch light turned as you approached, which caused you to jump off an engine?

Mr. Thompson: No, sir.

Mr. Sheean: Did you ever have any experience of that sort, at or near the town of Dover?

Mr. Thompson: No, sir.

Mr. Sheean: Did you ever hear, during the time that you worked there, of any such occurrence as that?

Mr. Thompson: No, sir.

Mr. Sheean: Did you ever tell anybody that you had sustained a fracture of a collar bone which caused you to be laid up five or six weeks?

Mr. Thompson: No, sir.

Mr. Sheean: Have you any knowledge of any such occurrence ever taking place on the Rock Island?

Mr. Thompson: No, sir.

Mr. Sheean: Well, during any time that you operated there on the Rock Island, did an occurrence such as this take place: "That while drifting down the hill at Dover, in river bottom, it was snowing and foggy like, so that you could not see the switch stand only about ten car lengths ahead, and when you first noticed it—when the engineer noticed it, he said, 'There is a red switch light, somebody left a switch open or something like that,' and he set his brake in emergency and said 'Get off,' and we both got off." Were you ever a party to any experience of that sort?

Mr. Thompson: No, sir, not exactly to that effect. I think that on this trip that I held an order to meet a north bound train there, and I was approaching Dover with my train under control, expecting to stop there, and if I remember correctly the train had taken the side track, but I believe they had been using the switch, and I saw the switch was red, but it was immediately turned back again, as soon as they saw me coming. I think the train intended to come out—or the engine intended to come out and get water, or come out on the main line for some purpose, but as soon as they saw or heard us coming they threw the switch back. Now, that is as near as I can remember the occurrence.

Mr. Sheean: Well, did you jump off the engine?

Mr. Thompson: I did not, no, sir.

Mr. Sheean: Or did your fireman jump off your engine?

Mr. Thompson: Not to my recollection, no, sir. If he did, I do not remember the occurrence at all.

Mr. Sheean: Well, did you at any time go up against the whistle board in getting off your engine there at Dover?

Mr. Thompson: No, sir.

Mr. Sheean: Or receive an injury that put you in bed for a time?

Mr. Thompson: No, sir.

Mr. Sheean: Do you know of any occurrence where a trainmaster ever turned the switch lamp red?

Mr. Thompson: No, sir, I do not.

Mr. Sheean: Well, the occurrence that you speak of at one time was where a train was in on the siding?

Mr. Thompson: Yes, sir.

Mr. Sheean: And as you approached, seeing the red light, you tried to stop the train?

Mr. Thompson: Well, I believe I did, yes, sir.

Mr. Sheean: Well, you speak of having it under control, but before getting to the light thought the switch was turned back, that the crew was in on the siding, as I understood you.

Mr. Thompson: Well, I am not positive it was a switch light, it may have been some other red light, but I remember—that is, I have a slight recollection of seeing a red light, on approaching there.

Mr. Sheean: Well, now, was there at the point—at Dover, during your experience there, any throwing of lights in what is known as a “surprise test,” so far as you know?

Mr. Thompson: Not while I was there, no, sir; not that I remember at all.

Mr. Sheean: At no time there did you ever get off the engine and against a whistle board, and break a collar bone, or anything of that sort?

Mr. Thompson: No, that is something I am very positive of, that I never got off of the engine.

Mr. Sheean: You may cross-examine.

CROSS-EXAMINATION.

Mr. Stone: Did you ever have your collar bone broken?

Mr. Thompson: No, sir.

Mr. Stone: Did you ever have your collar bone broken, in your life?

Mr. Thompson: No, sir.

Mr. Stone: Did you ever have any ribs fractured in your life?

Mr. Thompson: No, sir.

Mr. Stone: I think you said they had this switch open, or at least the engine was ready to come out and take water, probably to come out and take water, did you not?

Mr. Thompson: That was merely a supposition on my part. I did not see.

Mr. Stone: Talk to the Board. I will hear you, Mr. Thompson.

Mr. Thompson: That was merely a supposition on my part. I think, as near as I can remember, that that was the way that it was intended, that they intended to come out on the main line, but when they saw or heard us coming, that they probably threw the switch back again.

Mr. Stone: That was in 1908 or 1909?

Mr. Thompson: 1909.

Mr. Stone: In February?

Mr. Thompson: No, it must have been in January. Now, it possibly may have been the latter part of 1908. I don't remember the exact date of the occurrence.

Mr. Stone: You were going south or north?

Mr. Thompson: I was going south.

Mr. Stone: Do southbound trains have the right to the main line?

Mr. Thompson: Yes, sir, I think they do; but at least, I was a train of superior right, superior direction.

Mr. Stone: Then you would have the right to hold the main line?

Mr. Thompson: Yes, sir.

Mr. Stone: And would have the full length of the passing track in which to stop?

Mr. Thompson: Yes, sir.

Mr. Stone: You would simply have to stop, to clear the other end?

Mr. Thompson: Yes, sir.

Mr. Stone: Coming back to that question of water, I have

been with the Rock Island for a number of years, and was their General Chairman for a number of years; I do not see how they could take water there, when there was no water tank at that station.

Mr. Thompson: Well, that was six years ago, and I have not given the matter another thought, and I don't remember that there was a water station there; but as near as I can remember I held an order to meet an extra train, or meet a northbound train. They might have been intending to come out and set out a car or something to that effect, but I am not positive just how that occurred.

Mr. Stone: Would they come out and take water, if there had been a tank there, or would they come out and set off cars, in the face of a superior train, without a flag out?

Mr. Thompson: They ought not to, no, sir; they have no right to.

Mr. Stone: There was no flag out?

Mr. Thompson: No, sir.

Mr. Stone: You say that you saw some kind of a red light; you are not sure it was a switch light?

Mr. Thompson: No, I am not positive, although, as near as I can remember, I think it was a switch light. I think I made some remark about it.

Mr. Stone: If it was not a switch light that was red, did you see the switch light clear, at that opposing point switch?

Mr. Thompson: The switch lights were clear when I passed them, or got up to them.

Mr. Stone: Who was your fireman on this particular trip you speak of?

Mr. Thompson: I don't remember the man's name.

Mr. Stone: Was it Mr. Modenbach?

Mr. Thompson: It may have been, yes, sir.

Mr. Stone: He did fire for you, did he not?

Mr. Thompson: I think a man by that name fired for me a trip or so.

Mr. Stone: You did not jump off the train at this point?

Mr. Thompson: No, sir; I am positive on that point.

Mr. Stone: You did not jump or land against the whistle post, as you jumped off?

Mr. Thompson: No.

Mr. Stone: You did not lay off some four or five weeks from the injuries received?

Mr. Thompson: I did not.

Mr. Stone: And you never told anyone that you were injured?

Mr. Thompson: No, sir.

Mr. Stone: From a surprise test?

Mr. Thompson: No.

Mr. Stone: Did you have any conversation with the train-master on that particular night?

Mr. Thompson: No, sir.

Mr. Stone: Did you see him at this station?

Mr. Thompson: No, sir.

Mr. Stone: You did not receive any instructions from him to pull down so he could get on the caboose?

Mr. Thompson: No.

Mr. Stone: Mr. Chairman, of course this is all new to us, and I do not know Mr. Thompson at all, but I am going to insist that we be allowed the privilege of taking an X-Ray photograph of Mr. Thompson, to see whether his collar bone ever was broken or not.

Mr. Sheean: That is a matter of purely personal privilege to Mr. Thompson. I do not know that the Conference Committee of Managers have any right to say anything in reference to the matter.

Mr. Stone: That is all right, but when you bring a witness in, in rebuttal, and he denies everything in fact, we are going to find out whether anything of this kind ever happened to him or not.

Mr. Sheean: I say, we have no objection. I do not know whether Mr. Thompson has any objection or not.

Mr. Stone: It is immaterial to me whether Mr. Thompson has any objection or not. When he makes a statement of that kind, we are going to know whether it really ever happened or not.

Mr. Sheean: The reason I make that remark is, where it is considered in a great many cases necessary to take X-Ray photographs, the courts have generally held that it is purely the personal privilege of the witness.

Mr. Thompson: I have no objection whatever, and if there is anything broke, I would like to find it out.

Mr. Stone: If anything was broken, and it was mended, I think we will find it out, unless it was an unusually good job.

Mr. Sheean: Well, Mr. Thompson says he has no objection.

Mr. Stone: Are you a member of either one of these organizations?

Mr. Thompson: I am a member of the Brotherhood of Locomotive Engineers.

Mr. Stone: At the present time?

Mr. Thompson: Yes, sir.

Mr. Stone: Have you been a member all these years? *

Mr. Thompson: Yes, sir.

Mr. Stone: What division do you belong to at the present time?

Mr. Thompson: Grand Rapids Division, No. 286, Grand Rapids Division.

Mr. Stone: Did you ever transfer your membership to the division of Chickasaw, Indian Territory?

Mr. Thompson: No, sir.

Mr. Stone: I think that is all.

Mr. Nagel: Mr. Thompson, did you know that you were to meet a north bound train, before you saw that light?

Mr. Thompson: As near as I can remember, I had an order to meet a north bound train there.

Mr. Nagel: And you had your train under control, having that in mind?

Mr. Thompson: Yes, sir.

The Chairman: Have you ever had experience with what is known as a surprise test, while acting as an engineer?

Mr. Thompson: Not that I remember of, no, sir.

The Chairman: You know nothing about that?

Mr. Thompson: No, sir.

The Chairman: That is all.

Mr. Park: How long were you employed as engineer on the Rock Island?

Mr. Thompson: Four months.

Mr. Park: Four months?

Mr. Thompson: Yes, sir.

Mr. Park: You went there during a rush, from the Pere Marquette?

Mr. Thompson: Yes, sir.

Mr. Park: On a leave of absence?

Mr. Thompson: Yes, sir.

Mr. Park: And then returned to the Pere Marquette?

Mr. Thompson: Yes, sir.

Mr. Park: How long have you been employed with the Pere Marquette?

Mr. Thompson: Since 1904.

Mr. Park: 1904. In what capacities?

Mr. Thompson: As an engineer, most of the time.

Mr. Park: Where did you do your firing?

Mr. Thompson: I did my firing on the Northern Pacific Railroad.

Mr. Park: On the Northern Pacific?

Mr. Thompson: Yes, sir.

Mr. Park: Did you run an engine on the Northern Pacific?

Mr. Thompson: Yes, sir.

Mr. Park: And you left there and went to the Pere Marquette?

Mr. Thompson: No, sir, I left there and went to the Denver & Rio Grande, and from the Denver & Rio Grande I went to the Pere Marquette.

Mr. Park: Did you run an engine on the Denver & Rio Grande?

Mr. Thompson: Yes, sir.

Mr. Park: And then you went from there to the Pere Marquette?

Mr. Thompson: Yes, sir.

Mr. Park: And your present capacity is that of an official, roundhouse foreman?

Mr. Thompson: Roundhouse foreman, yes, sir.

Mr. Park: While you were on the Rock Island, you say you experienced no surprise tests whatever?

Mr. Thompson: Not to my recollection, no, sir. I have no knowledge or no recollection of anything of that kind occurring there.

Mr. Park: In this particular instance, did you say any-

thing to the fireman about the possibility of a switch being opened, as you approached it?

Mr. Thompson: As near as I can remember, I did say something about it. I have just a slight recollection of saying something to the fireman about a switch being wrong, or a red light being turned.

Mr. Park: You don't know whether this train backed in there or was just shutting a switch just as it occurred that you saw the red light?

Mr. Thompson: No, I couldn't say, but I hardly think they backed in; I don't think they would do that.

Mr. Park: Was their headlight covered, did you say?

Mr. Thompson: I believe it was, yes, sir.

Mr. Park: Do you know the condition of the weather at the time?

Mr. Thompson: Well, we had had a heavy storm that night, but I don't remember whether that had cleared up at that point or not?

Mr. Park: A snow storm?

Mr. Thompson: Yes, sir. We left Caldwell in the afternoon in a heavy snow storm, but I think it cleared up about the time we got to Enid, Oklahoma, and I am not sure whether it was snowing at the time we reached Dover or not, but I don't hardly think it was.

Mr. Park: How far do you think you saw this light?

Mr. Thompson: Why, perhaps 15 or 20 car lengths, or such a matter; maybe further than that. I haven't a very clear recollection of that.

Mr. Park: Do you remember the location of the whistling post relative to the switch?

Mr. Thompson: No, sir, I do not.

Mr. Park: That is usually about a half mile from the switch, is it not?

Mr. Thompson: Yes, sir.

Mr. Park: That would be 50 car lengths?

Mr. Thompson: Yes, sir.

Mr. Park: I think that is all.

Mr. Stone: Mr. Thompson, how do you remember the details of this particular trip so closely, after so many years, unless there is something to impress it on your memory?

Mr. Thompson: Well, there were things occurred that trip that don't occur every trip. We left Caldwell, Kansas, with one of the 1700 class of engines; I don't remember the exact number. Our grates fell down about ten miles from Enid, and we had to set the engine out at Enid and get another engine there. We got an oil burning engine at Enid, Oklahoma, and we were short of fuel when we left there. At that time they happened to be out of oil at that station, so there was considerable argument about whether we would proceed under those conditions or not. We finally did proceed as far as Dover, and there, our oil supply was so near exhausted, that I insisted on setting out the train and going in light with the engine.

We pulled down and backed in, and I sent word to the conductor, or let the head brakeman off at the south switch, and told him to tell the conductor that I would have to cut and go for oil. They backed us in on the passing track, and the brakeman closed the switch, and I told him to cut the engine off, that I would proceed for oil; and he said the conductor wanted to call up the dispatcher and find out whether they wanted him to switch out the merchandise and take it with us or not. I told him I didn't have oil to do that; that I would go light, because I would not have oil enough to get to El Reno unless I did, and the brakeman didn't pay any attention to my request or instructions, but went back, and I cut the engine off myself, and the fireman handled her, and we went out onto the main line and closed the switch, and proceeded light to El Reno for oil, expecting to go back and pick up the train; but when we got to El Reno they told us they had got another crew ready and sent them back to pick up the train.

It was those particular incidents happening that impressed it upon my mind so thoroughly that I never forgot that one trip.

Mr. Stone: Can you remember the next trip, anything special that occurred on that trip?

Mr. Thompson: The next trip I made south with the very same engine, that is, with the very same oil burning engine, went south to Waurika, but nothing of that kind happened on that trip.

Mr. Stone: What were the weather conditions on that trip?

Mr. Thompson: Well, it was still cold weather; quite a bit of snow on the ground, but I don't think that we had any storm.

Mr. Stone: That whistling post that has been so hard to locate, is it not a fact that there is a whistling post about 15 or 20 car lengths from the north switch for a road crossing down part way on the passing track?

Mr. Thompson: I don't remember that now.

Mr. Stone: There is a road crossing there, is there not?

Mr. Thompson: I don't remember that, either. I didn't work only a short time—that is, I didn't make but a few trips north. My time on the Oklahoma division was only two months there, and I worked north and south out of Chickasha and El Reno, and also went out of Chickasha, and down from Anadarko to Waurika on the other branch. I was working all over that part of the division, that is, all over that division, but not very much on either one of the divisions.

Mr. Stone: What part of the Northern Pacific did you fire on?

Mr. Thompson: I fired out of Tacoma.

Mr. Stone: Out of Tacoma?

Mr. Thompson: Yes, sir.

Mr. Stone: What part of the Denver & Rio Grande did you run on?

Mr. Thompson: On the west end, between Helper, Utah, and Ogden and Salt Lake City.

Mr. Stone: I think that is all.

Mr. Sheean: That is all.

(Witness excused.)

Mr. Sheean: Did you want to arrange about the X-Ray, between you and Mr. Thompson, Mr. Stone?

Mr. Stone: We will figure that out. I don't think they call it an X-Ray; I think they call it a skiagraph, at the present time. I had two taken recently myself, is the way I come to know.

Mr. Carter: Mr. Chairman and gentlemen, would it be in order to place Mr. Modenbach on the stand?

The Chairman: Yes, you can recall him if you desire.

O. F. MODENBACH was recalled for further examination and having been previously sworn, testified as follows:

Mr. Carter: Mr. Modenbach, do you remember your testimony some time ago with regard to this so called efficiency test?

Mr. Modenbach: Yes, sir, I do.

Mr. Carter: Have you read it since that time?

Mr. Modenbach: Yes, sir.

Mr. Carter: Where did you read it?

Mr. Modenbach: I read it up in Mr. Phillip's room, most of it.

Mr. Carter: What time was that?

Mr. Modenbach: That was this morning.

Mr. Carter: You read it this morning?

Mr. Modenbach: Yes, sir.

Mr. Carter: It is very unfortunate you did.

Mr. Modenbach: Well, I was just looking it over.

Mr. Carter: Therefore, we will not refer to it at all. Evidently you have read the record.

Mr. Modenbach: Yes, sir.

Mr. Carter: I intended to put you on the stand without your reading it, to see if you could remember what you said. It is very unfortunate. Now, as to what you stated at that time, and what you have read this morning, do you know that to be the exact truth, and the whole truth, and nothing but the truth?

Mr. Modenbach: I do.

Mr. Carter: You state that under oath?

Mr. Modenbach: I do, sir.

Mr. Carter: Will you now state to this Board what transpired, after you left here to return to your work?

Mr. Modenbach: Well, after I got back to El Reno, I reported for work.

Mr. Carter: Well, did you go to work?

Mr. Modenbach: I did.

Mr. Carter: How soon after?

Mr. Modenbach: I got in there at night, and I went out during the day sometime.

Mr. Carter: The next day?

Mr. Modenbach: Yes.

Mr. Carter: You said before when you were here that you were on the extra list, did you not?

Mr. Modenbach: Yes, sir.

Mr. Carter: Had business improved when you went back, so far as a regular job for you?

Mr. Modenbach: Yes, sir, I had a regular job when I got back.

Mr. Carter: Had business greatly improved on the Rock Island?

Mr. Modenbach: Yes, sir, quite a bit?

Mr. Carter: Have they hired more men on the Rock Island, since then?

Mr. Modenbach: Yes, sir.

Mr. Carter: Does that indicate there has been a great increase in business on the Rock Island?

Mr. Modenbach: Yes, sir.

Mr. Carter: When you went back, did you attempt to make an investigation of this matter?

Mr. Modenbach: I asked the general foreman for an old register, that I might find something out about it.

Mr. Carter: Did he give it to you, or let you see it?

Mr. Modenbach: No, sir, he said he didn't think he had it.

Mr. Carter: Mr. Modenbach, did you hear a transcript read here of that trip, while you were a witness?

Mr. Modenbach: Yes, sir.

Mr. Carter: Don't you think if they did not have it to show to you, they would not have had it to have made a transcript for the information of this Board?

Mr. Modenbach: I don't know.

Mr. Carter: You heard the transcript from that record of that trip, did you not?

Mr. Modenbach: Yes, sir.

Mr. Carter: And yet, when you went to the foreman to ask to look at that register, he told you he did not think he had it?

Mr. Modenbach: Yes, sir.

Mr. Carter: You were denied ever seeing it?

Mr. Modenbach: I never saw it.

Mr. Carter: Subsequent to that, did anybody come to you about the testimony that you have given here, which was in the papers down there?

Mr. Modenbach: Yes, sir.

Mr. Carter: Who did it?

Mr. Modenbach: Engineer Good.

Mr. Carter: Who is Engineer Good?

Mr. Modenbach: He is an engineer, working out of El Reno.

Mr. Carter: What did he say to you? Where did he come to you? Where were you when he came to you?

Mr. Modenbach: Well, I don't remember right where I was at.

Mr. Carter: Were you on your engine?

Mr. Modenbach: No, sir, around about the roundhouse somewheres.

Mr. Carter: What did he say to you?

Mr. Modenbach: He said he remembered of the time.

Mr. Carter: He remembered hearing it talked about at the time?

Mr. Modenbach: Yes, sir.

Mr. Carter: What other person came to you and said he remembered it?

Mr. Modenbach: Engineer Fox.

Mr. Carter: Where did he come to you?

Mr. Modenbach: He was on the engine at Chickasaw.

Mr. Carter: Whose engine?

Mr. Modenbach: Engine I was firing.

Mr. Carter: How did he come to get on the engine you were firing?

Mr. Modenbach: He got on out at the crossing, at Frisco crossing.

Mr. Carter: What did he say to you?

Mr. Modenbach: He said he seen my statement in the paper and it reminded him.

Mr. Carter: He remembered it?

Mr. Modenbach: Yes, sir.

Mr. Carter: Who else called your attention to the fact that he remembered it?

Mr. Modenbach: Fireman Beverly.

Mr. Carter: Spell it.

Mr. Modenbach: B-e-v-e-r-l-y.

Mr. Carter: What did Fireman Beverly say?

Mr. Modenbach: He said he remembered something about it.

Mr. Carter: Did you make any further investigation?

Mr. Modenbach: No, sir, I did not.

Mr. Carter: You went back to your work?

Mr. Modenbach: Yes, sir.

Mr. Carter: Did you anticipate that you would be called here?

Mr. Modenbach: I did not think at the time I would be, no, sir.

Mr. Carter: Have you a telegram you received from me?

Mr. Modenbach: Yes, sir.

Mr. Carter: Will you read that telegram?

Mr. Modenbach: I haven't it with me.

Mr. Carter: You haven't?

Mr. Modenbach: No.

Mr. Carter: I understood you to say that you had.

Mr. Modenbach: Well, I didn't understand you right.

Mr. Carter: Well, I will state the substance of the telegram and see if it is about as you received it. I wired you, I suppose, about a week ago, at the time the matter came up here, where it was announced by the Board—rather by Mr. Sheean, that they had found Mr. Thompson. I wired you to make arrangements to come here immediately, did I not?

Mr. Modenbach: Yes, sir.

Mr. Carter: Did I also ask you to bring with you others who could testify also in this matter?

Mr. Modenbach: Yes, sir.

Mr. Carter: Did I say to you that on account of not having time to get passes, for you to pay your railroad fare?

Mr. Modenbach: Yes, sir.

Mr. Carter: Did I say also that the same thing would apply to anybody else from your party?

Mr. Modenbach: Yes, sir.

Mr. Carter: When was that telegram received by you?

Mr. Modenbach: It was received about Friday noon.

Mr. Carter: Friday noon?

Mr. Modenbach: Yes, when I got in.

Mr. Carter: Why was it not received by you before that time?

Mr. Modenbach: I was out on the road.

Mr. Carter: How long had you been out on the road?

Mr. Modenbach: I don't remember just what time I had left.

Mr. Carter: Well, had you been out on the road two hours, three hours, a day?

Mr. Modenbach: Yes, sir, several hours.

Mr. Carter: Well, when you received the telegram, in whose possession was it?

Mr. Modenbach: It was brought to my wife.

Mr. Carter: She gave you the telegram, when you got home?

Mr. Modenbach: Yes, sir.

Mr. Carter: This was last Friday, at noon?

Mr. Modenbach: Yes, sir.

Mr. Carter: When did you leave there, to come here?

Mr. Modenbach: I left there Saturday morning.

Mr. Carter: About how many hours afterwards?

Mr. Modenbach: Well, I left Saturday morning, about four o'clock.

Mr. Carter: About four o'clock in the morning?

Mr. Modenbach: Yes, sir.

Mr. Carter: Did you have opportunity—by the way, why did you leave so suddenly? Why did you not stay to investigate?

Mr. Modenbach: Well, I could not leave Sunday and get up here in time, Monday morning.

Mr. Carter: Then you did not have time to investigate very thoroughly?

Mr. Modenbach: No, sir.

Mr. Carter: Tell us what you did do, Friday afternoon?

Mr. Modenbach: Well, I asked an engineer to come up with me.

Mr. Carter: Who did you ask?

Mr. Modenbach: Engineer Good.

Mr. Carter: What did you ask him to do?

Mr. Modenbach: I asked him whether he would come up here, or make me out a written statement.

Mr. Carter: What did he say?

Mr. Modenbach: He said he wouldn't; he said he didn't remember enough about it.

Mr. Carter: But did he say he remembered it?

Mr. Modenbach: Yes, sir.

Mr. Sheean: Remembered hearing about it?

Mr. Carter: That is it, remembered hearing about it. Did you ask anybody else?

Mr. Modenbach: Beverly, the fireman?

Mr. Carter: What did he say?

Mr. Modenbach: He said he remembered about it.

Mr. Carter: Would he come?

Mr. Modenbach: I don't know whether he would or not.

Mr. Carter: Well, did you see Engineer Fox again?

Mr. Modenbach: No, sir, I did not?

Mr. Carter: Do you believe, if you had had ample time, that you could get plenty of people to testify that they remembered the incident, from hearsay?

Mr. Modenbach: I think so, yes, sir.

Mr. Carter: This gentleman, Mr. Thompson, who was just on the stand, do you remember him as the engineer you were with that night?

Mr. Modenbach: I think I do.

Mr. Carter: You think he was the same man?

Mr. Modenbach: I think so.

Mr. Carter: Now, Mr. Modenbach, after hearing him testify with regard to a trip, running for oil, do you also remember that trip?

Mr. Modenbach: I remember that trip.

Mr. Carter: Substantially as he told it?

Mr. Modenbach: Yes, sir.

Mr. Carter: But the other trip was distinct from this?

Mr. Modenbach: It is a distinct trip, yes, sir.

Mr. Carter: That is all.

CROSS EXAMINATION.

Mr. Sheean: You are sure that you made more than one trip with Engineer Thompson?

Mr. Modenbach: I do not know. According to my mind, when this occurred I was with Engineer Thompson.

Mr. Sheean: I understood you to say in response to the last question, Mr. Modenbach, that you remembered distinctly a trip such as Mr. Thompson described here.

Mr. Modenbach: Yes, sir.

Mr. Sheean: On which there was no surprise test?

Mr. Modenbach: No, there was not.

Mr. Sheean: Now, are you sure that you ever made more than one trip, as fireman, on an engine on which Mr. Thompson was engineer?

Mr. Modenbach: I did not remember the trip, only when he spoke of it here.

Mr. Sheean: But you do remember that trip, made with him?

Mr. Modenbach: Yes, sir.

Mr. Sheean: And your recollection is that on that trip there was no surprise test of any kind?

Mr. Modenbach: No, not on that trip.

Mr. Sheean: You stated here before, I think, Mr. Modenbach, that you were positive that the engineer on the train on which this surprise test took place, was Mr. Thompson?

Mr. Modenbach: Yes, sir.

Mr. Sheean: And the Mr. Thompson, who was the engineer and about whom you were positive, is the gentleman who testified here a few minutes ago?

Mr. Modenbach: Yes, sir.

Mr. Sheean: Have you since that time, since you were here last, been able to refresh your recollection as to who the conductor or either brakeman was on the trip?

Mr. Modenbach: No, I did not.

Mr. Sheean: Did you make any inquiries since you have been home to ascertain whether you could locate a brakeman, or the conductor?

Mr. Modenbach: No, sir, I never tried to locate them.

Mr. Sheean: And you are not able now to tell us anything about them?

Mr. Modenbach: No.

Mr. Sheean: I think you said, when you were here before, that aside from you and Engineer Thompson, about whom you were positive, and the trainmaster, or the person you thought to be the trainmaster, that there was no other person or persons who had any personal knowledge about the occurrence, or would have?

Mr. Modenbach: I don't know.

Mr. Sheean: Well, I think you said, Mr. Modenbach, as I remember it, that the only three persons around or about there

at the time were you and the engineer and a man whom you took to be a trainmaster?

Mr. Modenbach: Yes, sir, that is all I remember of.

Mr. Sheean: That is all you remember as being there?

Mr. Modenbach: Yes, sir.

Mr. Sheean: And you were not able to give us the name of the person who you thought was a trainmaster?

Mr. Modenbach: Well, I have been thinking it was Clark, but it shows that Clark was not there at the time, so I will not be positive about the trainmaster.

Mr. Sheean: And you could not help us to locate who the third man was who was there, or who would know about the occurrence, if it took place?

Mr. Modenbach: No.

Mr. Sheean: No way of aiding us in that respect?

Mr. Modenbach: No.

Mr. Sheean: And these men whom you have spoken of here, Engineer Good and Engineer Fox and Fireman Beverly, simply said, since you went back there, that they remember hearing something about it?

Mr. Modenbach: Yes.

Mr. Sheean: And whether they remembered that they had heard said that there was something of that sort, or where they got the information, or what they heard, you do not recall now?

Mr. Modenbach: No.

Mr. Sheean: But do they remember of hearing the engineer stating to anybody that he had a collar bone broken or jumped against a whistle board?

Mr. Modenbach: I never asked them.

Mr. Sheean: Do any of them remember of talking about it with the engineer or hearing anything about it from the engineer?

Mr. Modenbach: No, not that I know of.

Mr. Sheean: So, if any of them heard anything about it, they would hear about it through you?

Mr. Modenbach: I do not know; I don't know where they heard about it, or whether I told them, or the engineer I was with told them.

Mr. Sheean: But there is not any question but that this Mr. Thompson is the Thompson about whom you were positive

as being the engineer who told you that his collar bone was broken?

Mr. Modenbach: Yes.

Mr. Sheean: Can you fix the time or place when he told you that his collar bone was broken, or that he was laid up for several weeks?

Mr. Modenbach: Well, that was after we got in, several weeks afterwards, when whoever it was, told me.

Mr. Sheean: Well, whoever it was, can you tell us whoever it was that told you that?

Mr. Modenbach: Well, I think it was Thompson.

Mr. Sheean: Do you remember the place?

Mr. Modenbach: No, I do not remember the place.

Mr. Sheean: Or whether anybody was there at the time you had any such talk with Thompson?

Mr. Modenbach: No, not as I remember.

Mr. Sheean: Can you tell us the town where you had any such talk?

Mr. Modenbach: Well, after we left Kingfisher, he complained about his shoulder; but after we got in is when he told me that he fractured his collar bone.

Mr. Sheean: On the trip in, itself?

Mr. Modenbach: No, afterwards, several weeks afterwards.

Mr. Sheean: Several weeks?

Mr. Modenbach: Yes, sir.

Mr. Sheean: At what town or city or village or place was it, you had this conversation with him?

Mr. Modenbach: At El Reno.

Mr. Sheean: Was that after he had resumed work?

Mr. Modenbach: No, he had not gone to work then.

Mr. Sheean: He had not gone to work?

Mr. Modenbach: No.

Mr. Sheean: Where was the talk in El Reno, if you remember?

Mr. Modenbach: I don't remember where it was, whether on the street or some place else.

Mr. Sheean: Do you remember whether anyone else was present there besides Mr. Thompson?

Mr. Modenbach: No, I do not remember.

Mr. Sheean: Do you remember how the talk came up?

Mr. Modenbach: Well, I think I asked him whether he was working, and he says, "No, I have not worked since I got off up there at Dover." Then he told me of fracturing his collar bone.

Mr. Sheean: That was in El Reno?

Mr. Modenbach: That was in El Reno.

Mr. Sheean: And that was this same gentleman who was just on the stand here?

Mr. Modenbach: Well, I would not swear it was the same gentleman, without taking it positively that it was him.

Mr. Sheean: Did you ever work with any engineer named Thompson, other than this gentleman who was on the stand here?

Mr. Modenbach: No, not as I know of.

Mr. Sheean: Are you able to tell us now whether the man with whom you talked in El Reno about a broken collar bone was or was not this man?

Mr. Modenbach: I am pretty positive of it.

Mr. Sheean: This same Mr. Thompson, who was just on the stand?

Mr. Modenbach: Yes, sir.

Mr. Sheean: In this disagreement about whether Mr. Thompson got off or broke his collar bone, or did not, have you any suggestion as to how we can find out anything more about whether he did or did not? Who would know anything about it?

Mr. Modenbach: Well, I don't know, unless you could find someone who heard it talked around El Reno, among the engineers and firemen.

Mr. Sheean: During this time he lived in El Reno, and if he was laid up there with a broken collar bone, people would know about it, you think?

Mr. Modenbach: I think so, yes, sir.

Mr. Sheean: But you do not know of any person or persons who know of his being laid up or being laid off at that time?

Mr. Modenbach: No.

Mr. Sheean: You could not give us any suggestion in that line, as to where we could make any inquiries about it?

Mr. Modenbach: You might, among the engineers and firemen, as I said.

Mr. Sheean: But you cannot, at this time?

Mr. Modenbach: I cannot at this time.

Mr. Sheean: I think that is all.

Mr. Park: How long have you been a fireman?

Mr. Modenbach: Since November 2nd, 1907.

Mr. Park: What had you been previous to that time?

Mr. Modenbach: I was watching engines.

Mr. Park: At the roundhouse?

Mr. Modenbach: And out on the road, too.

Mr. Park: Previous to your entering the railroad service, what were you doing?

Mr. Modenbach: Farming.

Mr. Park: In that vicinity, in Oklahoma?

Mr. Modenbach: Yes, sir.

Mr. Park: Do you remember what engineer Thompson said to you when he saw the red light, as you were approaching Dover?

Mr. Modenbach: Yes, sir.

Mr. Park: What did he say?

Mr. Modenbach: He says, "Somebody left the switch open, or there is a red switch light."

Mr. Park: And did you look out of the cab window then, to verify that?

Mr. Modenbach: Yes, sir.

Mr. Park: You saw the red light?

Mr. Modenbach: Yes, sir.

Mr. Park: Was it bright—that is, did you see it distinctly?

Mr. Modenbach: Well, you could see it, about like you could see a switch light in a snow storm.

Mr. Park: You say it was storming at that time?

Mr. Modenbach: Yes, sir.

Mr. Park: Where did you get off the engine, through the gangway between the tank and the cab?

Mr. Modenbach: Yes, sir; down on the step.

Mr. Park: Did you have your side curtains up, on account of the storm?

Mr. Modenbach: No.

Mr. Park: You were not using the side curtains?

Mr. Modenbach: Not as I remember.

Mr. Park: So you had no difficulty in getting down on the step and jumping off?

Mr. Modenbach: Not as I know of.

Mr. Park: How fast were you going at that time?

Mr. Modenbach: I suppose about 20 or 25 miles.

Mr. Park: What were the physical conditions? Was there any ditch there?

Mr. Modenbach: It is a kind of a fill.

Mr. Park: A fill?

Mr. Modenbach: Yes, sir.

Mr. Park: How high was this fill?

Mr. Modenbach: Well, I don't know; I judge about eight or ten feet, something like that.

Mr. Park: Did you fall, when you struck the ground?

Mr. Modenbach: How is that?

Mr. Park: Did you fall, when you struck the ground?

Mr. Modenbach: Yes, sir.

Mr. Park: Did all of the train go by you then, before you got up on the track to walk down?

Mr. Modenbach: Not all of the train, no.

Mr. Park: So that you walked down alongside the train?

Mr. Modenbach: Yes, sir.

Mr. Park: You did not see engineer Thompson at that time?

Mr. Modenbach: No.

Mr. Park: He was on the other side?

Mr. Modenbach: He was on the other side. I saw him after I crawled through the train.

Mr. Park: Did engineer Thompson jump through the gangway?

Mr. Modenbach: Yes, sir; he started about the same time I did.

Mr. Park: Did he jump off before you did?

Mr. Modenbach: I don't know whether he jumped off before I did or not.

Mr. Park: Were his side curtains up on his side?

Mr. Modenbach: I don't know.

Mr. Park: I think that is all.

RE-DIRECT EXAMINATION.

Mr. Carter: Mr. Modenbach, did Mr. Fox, the engineer who came up on your engine to talk about your testimony here, volunteer the statement that he remembered about the case, or did you ask him?

Mr. Modenbach: No, sir; he just volunteered.

Mr. Carter: With regard to Beverly and Good, did they begin the conversation with you, or did you go to them?

Mr. Modenbach: Well, when I first heard them speak of it, they told me about it.

Mr. Carter: What did they tell you about it?

Mr. Modenbach: They said they remembered of the case.

Mr. Carter: Do you think there might have been many other engineers and firemen and possibly others there who would have remembered of it?

Mr. Modenbach: I do. I never made any inquiries around at all; that is just as I heard it.

Mr. Carter: Do you believe, if you had time, you could get statements or get these men to come here?

Mr. Modenbach: I think probably I can.

Mr. Carter: You did not know anything about Mr. Thompson's injury to his shoulder until he told you about it, did you?

Mr. Modenbach: No.

Mr. Carter: If he was not injured in the shoulder, you would not know it, would you? You simply took his word for it?

Mr. Modenbach: I simply took his word for it, certainly.

Mr. Carter: You did not know he was injured, without he told you?

Mr. Modenbach: No.

Mr. Carter: With regard to his being off for quite a length of time, did you know anything about that until he told you?

Mr. Modenbach: No, I do not remember of knowing it.

Mr. Carter: All you knew about it is what he told you?

Mr. Modenbach: That is all.

Mr. Carter: When you jumped and crawled under the engine, how far was the engineer from you, when you crawled through under the train?

Mr. Modenbach: Well, he was ahead of me.

Mr. Carter: How far?

Mr. Modenbach: Several cars.

Mr. Carter: Several cars ahead of you?

Mr. Modenbach: A couple of cars, anyway.

Mr. Carter: About how far was he back of the engine?

Mr. Modenbach: Well, I should judge about fifteen or twenty cars, something like that.

Mr. Carter: He could not have just got down off the engine to talk to somebody and then get back on the engine again?

Mr. Modenbach: No, I would not think so.

Mr. Carter: You say he was ten or fifteen cars back of the engine when you saw him?

Mr. Modenbach: Yes.

Mr. Carter: Why do you think this man was a train-master?

Mr. Modenbach: Well, I had seen him there.

Mr. Carter: And you thought he was an officer of the company?

Mr. Modenbach: Yes, sir.

Mr. Carter: What time of the night was this?

Mr. Modenbach: Well, I would not say; it was after night, it was in the morning, some time before daylight.

Mr. Carter: Before daylight. Was it quite dark?

Mr. Modenbach: Well, it was light, on account of the snow on the ground.

Mr. Carter: Mr. Chairman and gentlemen, we are about in the same fix with this as we are with Exhibit 2. Now, just how we are going to proceed in this matter, I do not know. Would it be permissible to have a representative from both sides go to El Reno, make a thorough investigation, and get affidavits from these men?

Mr. Sheean: I have not any objection to that, in the least.

Mr. Byram: I think the witnesses should be brought here. I do not believe there will be any difficulty in getting the records. The register you spoke of probably has been sent in to the superintendent's office, and I think the railroad will be very glad to furnish all the information, and furnish the names of the engineer and fireman and brakeman who were on the other train; and we have identified the trip and fixed it definitely, that

Mr. Thompson was the man, and have fixed the date. Now, find the engineer and fireman of the other train, and they will throw some light on it.

Mr. Carter: The question I asked, Mr. Chairman and gentlemen, has probably been answered by Mr. Byram, and I understand it will not be permissible to have two people go there and investigate and bring sworn statements as to what they heard. Understand, these people have no information on the subject except that they heard the report at the time the matter occurred.

The Chairman: Of course, if you gentlemen could agree as to that particular course in regard to the matter, it would be all right, but otherwise we would hear just such evidence as may be brought before us, bearing upon this particular point.

Mr. Sheean: Well, I say personally I have not any objection to that being done, but I think the best way, if that is done, would be to call in the witnesses and have the testimony taken stenographically, and file it in the nature of a deposition, if they want to do that. It does not seem to me that statements about what somebody heard at some time would cut any particular figure, but if they want to conduct an investigation down there and take it stenographically and file it in the nature of a deposition, I have not any objection, if the Board thinks it will be of any benefit to them. The suggestion was made here that if Mr. Thompson could be located they would be glad to have him here.

Mr. Carter: At that time we did not know Mr. Thompson was an official of a railroad company.

Mr. Sheean: A roundhouse foreman is classified as an official?

Mr. Stone: You would think so, if you worked under some of them.

Mr. Nagel: Mr. Chairman, is there not some question as to the extent of the detail with which we shall go into the inquiry of a particular instance? After all, we are concerned here with a general rule, and it has been regarded as perfectly proper to show what may be done, or what has been done, in the absence of the demand which the engineers and firemen make. But it occurs to me, that if, in every instance where a controversy arises as to a particular instance, we are to try it with the detail

of a damage suit, we might as well get ready to stay here until next December.

Now, I have no opinion to express, but I suggest to both sides the propriety of considering how far they may be driven to go into other cases, if we are to pursue this case with the detail which is now promised.

Mr. Carter: Mr. Chairman and gentlemen, I understand the purpose of counsel for the railroads in bringing Mr. Thompson here, was to impeach witness Modenbach—

Mr. Sheean: Let me disclaim any purpose in bringing him here, other than to enable the Board to find out, as far as they could, what the facts were. It was admitted here, practically, that the Rock Island Railroad Company had never heard of any such occurrence, and the only purpose and only object was to enable the Board to ascertain, and we are willing to pursue it along any lines that the Board may suggest, if the Board thinks the ascertainment of the exact practice as to a particular occurrence has any particular importance in the matter. I simply wanted to disclaim, Mr. Carter, that I had any purpose or object other than to enable the Board to ascertain what the facts were.

Mr. Nagel: I am prepared to say, for myself, that my present impression is that I can form a judgment as to what the possible abuses of a system may be, and as to the need there may be for a particular demand to modify a rule without being compelled to determine questions of veracity as to a particular illustration that has been brought to my mind.

Mr. Carter: Mr. Chairman and gentlemen, I just returned from Peoria this morning, and I understand Mr. Modenbach reached here this morning. Did you? When did you get in?

Mr. Modenbach: Yesterday noon.

Mr. Carter: I reached here this morning, and the first I saw of Mr. Modenbach, I imagine, was at nine o'clock, or about that time. I asked him if he brought anybody with him, and he explained to me just about what he has said here. It seems to me that, regardless of what the initial purpose may have been, the ultimate purpose has been to impeach the testimony of witness Modenbach. Witness Modenbach has said to me what he has said to this Board. Upon what he has said, both to me and to the Board, I believe we will have no difficulty in proving that at the time this incident is supposed to have occurred, a

report of its occurrence was current among the engineers and firemen there. And, if it pleases the Board, we shall be glad to take any steps to substantiate the statements made by witness Modenbach.

The Chairman: This witness having testified as he did, in the first instance, and the witness Thompson having gone upon the witness stand and contradicted his testimony, of course, if you desire to do so, you may introduce in regular turn when you come to your rebuttal testimony, such evidence as you may have as will tend to corroborate or strengthen the evidence of the witness who has already testified. In making this suggestion, I also suggest that we be as brief as possible; not that we want to hamper you in the slightest, but that is the usual course pursued in courts of justice, and I know of no better rule to apply here.

Mr. Carter: With that understanding, I asked the question if it would be permissible for counsel for the railroads and ourselves to agree upon joint representatives to go to El Reno and make a special investigation, take affidavits, and return and present them here jointly. I say that, with the knowledge of the possibility of this matter being general information, and we would have to stop the Rock Island road and tie it up during one of its busiest periods, in order to bring the witnesses here to testify.

Mr. Nagel: It seems to me the Board would cheerfully agree to any arrangement that the parties might arrive at to curtail the hearing on this subject or, in fact, upon any other.

Mr. Carter: If it is agreeable to the Board and to Mr. Sheean, we shall do that.

Mr. Sheean: I understand that one of the Arbitrators, at least, wanted to hear the testimony of any witnesses as to surprise tests.

Mr. Park: You have now fixed the date definitely, and you know the engineer and fireman, and without tying up the Rock Island road you can bring in the head brakeman of the train, who must be cognizant of the occurrence; you can bring in the conductor and the rear brakeman; and if you want to, you can bring in the crew of the train on the siding. But I would not be very much impressed with roundhouse gossip and these stories that you hear around the railroad may be true or may not be true. If you want to pursue it any further, get the facts.

Mr. Carter: My only purpose, Mr. Chairman and gentlemen, was to show that this was not a creation of the mind of the witness; to show that even at that time passenger engineers were still there and other men were still there, who remembered of hearing the matter discussed at that time.

The Chairman: In the absence of an agreement by which you could, as you suggest, take this testimony by deposition, you can, of course, pursue the regular course, and we will hear your witnesses. That is all I can say about the matter.

Mr. Carter: We will then be privileged to bring them here two or three at a time, and then return them, and we will have to remain in session for a long time, for I am quite sure they cannot all lay off at once on the Rock Island Road.

The Chairman: Do you mean to bring all the people on the Rock Island Road here?

Mr. Carter: Presuming that we find a large number of men there, who remember hearing the occurrence discussed at that time; I believe it impracticable to bring them all here at once, but we will do the best we can, and we will ask that the hearing be continued until we get them all in.

The Chairman: In all the courts where I have had any experience, you can, of course, go to a certain extent in corroborating witnesses who may have testified, but that does not mean that you can call in everybody in the community; it means that you can call in a reasonable number for that purpose; and in view of the fact that we will have something else to do in this life after this matter is over, I will somewhat limit the extent of the number of witnesses called.

Mr. Stone: Now, Mr. Chairman, if I might ask a question of counsel for the railroads while we are on the same subject: If it is his intention to try to discredit each one of these surprise tests that we have filed, or that we have quoted here, along the same line as he has the statement in the testimony of this witness, I wish that he would make his wants known now, so I may commence to get ready and perhaps save a lot of time.

Mr. Sheean: I think there were only two testified; one was an engineer on the Union Pacific who, on a straight track, saw the light—I have forgotten the distance,—and succeeded in coming to a stop; and Mr. Modenbach testified to a particular

kind of surprise test that the Rock Island said they had never heard of on their line, and they have been trying to ascertain whether any such surprise tests, or efficiency tests as the railroads call them, did take place.

Mr. Nagel: In this particular instance?

Mr. Sheean: In this particular instance, or at any time.

Mr. Nagel: Is this the only case in which you challenge the witness?

Mr. Sheean: There are but two who testified, as I remember it. As to the Union Pacific case, I think there was no question on cross-examination but that the practice there is as testified to, as to the efficiency test; but as to this kind of a test, that actually endangers the men, according to the testimony of the witness—

Mr. Nagel: Mr. Stone's question is answered by your statement that this is the only case in which a controversy on this question arises?

Mr. Sheean: There are but two in the record.

Mr. Stone: There are about ten or twelve that I read into the record on the last day, as we were closing our testimony.

Mr. Sheean: I have not paid any attention, Mr. Stone, to the reading into the record of statements that at a certain time, and at a certain place, it is said a certain thing took place. There have been testified to here just two occurrences. I do not recall, because I have not read any of these that you say were read into the record.

Mr. Stone; The fact I wanted to bring out, is this, Mr. Chairman: if it is the intent of counsel for the railroads to question each one of these surprise tests that we may bring out in the Western territory, why, I have a trunk full of them over in the hotel that I should be glad to bring a witness over here to put on and swear to them. We will have unfinished business here on the Day of Judgment.

Mr. Sheean: The position of the Conference Committee of Managers has been at all times, as I explained by a statement, that no efficiency test should endanger the life or limb of the employes, and should have due regard to the safety of employes, is and has been their position, and wherever there has been brought to their attention an alleged instance of actually endangering, through efficiency tests, the life or limb of any em-

ploye, they have been anxious to know whether or not that took place. The Rock Island, for similar reasons, was anxious to know whether or not anyone's life or limb had been endangered, and whether in fact there had been an injury to anyone, because of an efficiency test.

It is in that good-faith effort to ascertain whether anyone actually was endangered, that this witness is brought, at your joint request, in order that we might try and ascertain the facts through Mr. Thompson.

Mr. Carter: Mr. Chairman and gentlemen: if you will pardon me for interrupting, there is something that occurs to me as of great importance in the statement made by counsel for the railroads. I understand that he does not attribute great importance to matters read into the record. They were not presented under oath by persons who had personal cognizance or knowledge of the facts. Would that be a tenable position of his? Mr. Stone reads into the record and makes a part of the record, the recitation of certain events connected with so-called efficiency tests. Now, I understand that counsel has not even read them, and only is to reply to testimony presented directly by witnesses.

The Chairman: Well, we have been proceeding in an informal way, and endeavoring to get, as nearly as possible, the facts pertaining to this case, and I think the Board is going to be very liberal, when it comes to looking into this testimony on both sides.

Mr. Carter: Then in that event, without even consulting my associate, Mr. Stone, we would like Mr. Keefe to bring as witnesses here, all those people who prepared the data on which he based his statistics, because they are not sworn to and we do not believe that these statistics are true. We believe that Mr. Keefe is absolutely sincere, absolutely honest in the preparation of his tables, but we do not believe the records of the railroads are accurate, and we ask that they be brought here and sworn, just as our witnesses from Oklahoma will be brought.

The Chairman: If I understand correctly, counsel representing the railroads says that the roads are opposed to any surprise tests, the employment of which may endanger life or limb of the employes. I understand, on the other hand, that the employes insist that they are perfectly willing to agree to any efficiency test that may be adopted, that will enable the railroads,

as well as themselves, to determine when a fireman or engineer is capable of performing the duties assigned him. Now, under these circumstances, it occurs to me that perhaps this is one question that you gentlemen might sit down together and settle by yourselves, if you would make just a little effort, and relieve the Board to that extent.

Mr. Stone: Mr. Chairman, I have no desire to be sarcastic. Unfortunately, I have a short way of speaking, but we have tried to follow out your suggestions for the last ten years, and it has been a hopeless failure. This is railroad slang, and I hope you will pardon it. We have gone back to our men with the "same old bunk," that they do not propose to do anything that will endanger life or limb of employes, and that matters are going to be along legitimate lines, and it is going on, and on, and on, and it is getting worse each year, and it is not any better and it is brought here as one of the most important questions before this Board to try and settle. We do not object to efficiency tests, made under fair, legitimate conditions.

The Chairman: But my suggestion was, Mr. Stone, that you gentlemen make an agreement, and that we embody that agreement in the award, so that there would be no controversy in the future as to what the agreement might be.

Mr. Stone: That would be all right, I have no objection to that, and I want it a part of the award when we get through.

The Chairman: Of course, it will be a part of the award, and will be treated as such, providing you can reach a satisfactory agreement.

Mr. Sheean: The position, as I have stated, of the Conference Committee of Managers, was, that beyond that general statement, an effort to put it into the schedules interferes, in the judgment of the management—that beyond the statement they must always have due regard to the safety of employes, it was impractical in operation to state whether a specific thing should or should not be done, and had no part in the schedule. The proposition I made of the statement of the general principle that efficiency tests are necessary to proper operation, must always have due regard to the safety of employes, and beyond the statement of that principle, that the specific statement of particular things in schedule was not proper.

The Chairman: Then if it became necessary that a thing

should not be done, in order to save life or limb, do you think that could not be put in a schedule?

Mr. Sheean: I think if any board of arbitration wishes to take the responsibility of saying that a particular, specific thing, or a conference committee of managers (putting it the other way) takes the responsibility of saying to the management of railroads that a specific thing shall never be done, under any circumstances, for the purpose of testing efficiency, if that is so universally, no. That if a particular thing is improper, that it might then be embodied in an agreement.

The Chairman: We all have to take responsibility, you know, in this life, about some matters.

Mr. Sheean: But, your Honor, as to stating that a particular thing shall or shall not be done, that it must at all times and under all circumstances be prohibited, is something that in practical railroading we say has no part. A thing may be dangerous under certain circumstances not under others, and that, therefore, the statement of the principle and the controlling thing that at no time should it endanger the safety of employes is the one big thing that properly should be stated in an agreement.

Mr. Stone: But, Mr. Chairman, there we come right back to the fundamental thing. They have always insisted that a Board of operating officials get together and adopt as a standard for all these railroads, these rules where not dangerous. I think perhaps counsel for the railroads will take the position that turning switch lights is not dangerous. We, who are practical railroad men and have lived most of our lives in cabs of locomotives, say it is dangerous. You are going to keep on until you kill some of our men or some of your minor officials.

Mr. Sheean: Is the criticism of these standard service tests? That raises another question. As I understood you to say, the criticism is against the certain standard surprise tests. Now, that has not been, I think, specifically made part of the record, as yet. If it is, then we should put into the record just what these tests are. If there be a standard form, a criticism, if there is criticism, as to the extent to which the Board should modify those standard tests. I did not understand that the criticism was directed to the standard surprise tests, but if that

be the position, then I think the Board should have before it what the standard surprise tests are.

Mr. Stone: I supposed the railroads had furnished it long ago, Mr. Chairman. There is this standard form of surprise test, adopted by the Western Association. Some of the roads do not enforce it, and others work overtime in enforcing it. When you test one man, forty times in sixty-five days, I think somebody is going insane on the subject of surprise tests; and the standard form is there, and we do not object at all to the surprise tests. Even our article before this Board for arbitration specifies certain kinds of surprise tests that we object to.

Mr. Sheean: They have not been filed, as yet.

Mr. Stone: I think I can pick out a few over in my files. They are supposed to be standard. At least, they all read alike. Mr. Chairman, with your permission, I should like to ask Mr. Park, one of the Arbitrators, a question.

The Chairman: Yes.

Mr. Stone: Mr. Park, is it not a fact that all the Harriman Lines have a standard form of surprise test?

Mr. Park: I do not know as to that, Mr. Stone. A committee of which I was chairman, after going over all the Harriman Lines, made a recommendation as to a standard form. Whether that was adopted on the Harriman Lines I do not know, because I left there shortly after that, but that form is in use on the Illinois Central and it states specifically each kind of a test, and a copy of that is given to each engineer and conductor who is tested, so they will know just exactly what the tests consist of, and in special instruction I believe we say that no condition shall be created which may cause a hazard to the employe.

Mr. Stone: Then, Mr. Chairman, the reply of Mr. Park is exactly contrary to the statement of the counsel for the railroads. Mr. Park said he was chairman of the committee for the Harriman Lines, that did recommend a standard form of test. And later, he found necessary, as the operating official of the Illinois Central, to modify that so they would not turn facing point switches for switch lights. You do still turn the trailing point switches, do you not?

Mr. Park: No, the form has been modified, but I think Mr. Sheean understood you to state that the General Managers'

Association had adopted a standard. They had nothing whatever to do with this. This was simply just a local affair in connection with the Harriman Lines.

Mr. Stone: I think you will find, Mr. Chairman, the same thing on the Hill lines. I think you will find the standard form there, and I think it brings out the fact that they do have a standard, and it is possible to reach a standard and nail it down, hard and fast, if the railroads wanted to co-operate with us in that manner.

Mr. Carter: Mr. Chairman, I will only add a word. It was the suggestion of the Chairman of the Board that certain agreements be reached, as I understand it?

The Chairman: Yes.

Mr. Carter: It was stated by counsel for the railroads that no standard form of tests could be reached. Mr. Park says there has been a standard form reached. After hearing the three of you, I am so optimistic as to agreeing that if counsel for the railroads will join with us and agree there is a means of reaching some standardization, we can comply with your request.

The Chairman: I shall be delighted to accomplish that result. Anything further with this witness? Call your next witness, Mr. Sheean, or do you desire to ask further questions?

Mr. Sheean: No, nothing more of Mr. Modenbach, but while Mr. Thompson is here, are there any questions anyone desires to ask, or do you desire to ask anything further of Mr. Thompson?

Mr. Burgess: I wanted to say, Mr. Chairman, that to the mind of one arbitrator, at least, the testimony of Mr. Thompson and Mr. Modenbach, while it varies, I think it is immaterial, because it is really a question of fact on which rests the responsibility of this Board to determine what the real truth is, on the evidence introduced by both of the gentlemen. I want to be fair enough to admit that they might be honestly mistaken, without any desire to make a statement that was not true, and if the matter is prosecuted further as to who is telling the truth, I, for one, am unable to see where it will affect the main question before us, because even if Mr. Thompson did not have his collar bone broken, or suffered no bodily injury, to my mind that would not indicate that the method in which some surprise

tests are conducted, is improper. I know of no greater test on the nerves of a locomotive engineer (and I speak from twenty-two years actual experience) than to display an indication that momentarily to him means disaster, if not death, and I know of no more undesirable condition in which to have a locomotive operated, than to have a locomotive engineer on there who has been robbed of his calmness and his self possession, by a frequency of display of indications to him that mean, as I said before, disaster and death.

I cannot understand how a train could be more safely operated than to have the engineer in full possession of his calmness and good judgment.

To make that point more expressive, I think the gentlemen conducting this case, and the gentlemen on the Board, should be calm and dispassionate in viewing these questions; and, I question very much whether there is a gentleman in this room, not excepting our distinguished friend, Mr. Sheean, who would possess that calmness if we were suddenly confronted with a fact that caused us momentarily to believe that this building was going to collapse, and our lives would be destroyed. Yet, that is just exactly the way that some of these indications come to the minds of these locomotive engineers.

I think the Chairman of the Board has very ably brought out that the difference between the two parties on this particular point is so very small that they should reach an adjustment of the matter. Counsel for the railroads says that "We do not want to jeopardize life or limb," and he speaks for the Managers. Counsel for the Employes says, "And that is all that we want, is not to jeopardize our lives and limbs." Therefore, inadvertently, there is a practical agreement reached, if both are honest in their expressions, and I firmly assume they were when they made them.

As I understand this rule, and as I understand the proposal of the employes in its entirety, they are not only not opposed to any test of efficiency, but they rather invite it, as has been frequently stated by Mr. Stone, Mr. Phillips and Mr. Carter. To take any other position would place the entire organizations in an undesirable position before the public. But, an abundance of testimony can be introduced here, regardless of the statements of Mr. Thompson or Mr. Modenbach, both from those who are in

actual experience, and those who are scientifically learned, as to the condition of the anatomy of the human body, that if you persist in displaying indications that mean death, you cannot expect the engineer's mind to be in good condition. Therefore, Mr. Chairman, I for one fully concur in your recommendation.

The Chairman: Call your next witness, Mr. Sheean.

Mr. Sheean: Mr. Keefe, will you resume the stand please?

Mr. Nagel: Before you proceed, in the meantime, looking forward to this happy development, I suppose no witnesses are to be called or to be brought here?

Mr. Sheean: I, for one, will make perfectly clear my position—

Mr. Nagel: Without discussion, the question is, are you going to bring your witnesses here while this suggestion is under consideration.

Mr. Stone: I had not heard counsel for the railroads say that he was willing to co-operate in that suggestion.

Mr. Sheean: I am here and now prepared to state that on behalf of the Conference Committee of Managers, the statement which was made in conference, the statement in substantially the terms there made, that no efficiency test should endanger life or limb, and must always have due regard therefor,—we are perfectly willing to enter into now, but that the Conference Committee of Managers will not undertake, line by line, rule by rule, to prescribe for the management, the particular things they must not do.

Mr. Nagel: Then I take it it will be left to each party to pursue its own course as it sees the situation.

Mr. Stone: We are just where we started ten years ago with the question, when he makes that broad blanket proposition.

Mr. Nagel: Proceed with the witness.

J. H. KEEFE was recalled for further examination, and having been previously sworn, testified as follows:

Mr. Sheean: Mr. Keefe, you were asked by Mr. Shea on Friday to furnish the detail of the manner in which the Rock Island computed the additional expense of \$422.70, through the employment of coal passers at certain named stations. Have you that detail?

Mr. Keefe: Yes.

Mr. Sheean: Will you just read that into the record please, if it gives the detail sufficiently for the purpose for which Mr. Shea inquired.

Mr. Shea: What page is that on?

Mr. Sheean: That was in connection with—

Mr. Keefe: It is shown on sheet 25, opposite line 27.

Mr. Burgess: Had we gotten that far?

Mr. Sheean: We had not gotten that far, Mr. Burgess, but Mr. Shea had asked for the detail of a particular item. I had gone through it in a hurried way as to what they were, and at that time Mr. Shea had asked for the detail of the Rock Island estimate column No. 2.

Mr. Keefe: \$422.70, line 27.

Mr. Sheean: Yes, \$422.70. Now, will you please give the details of that item of \$422.70?

Mr. Keefe: The following are the details of the \$422.70 reported by the Chicago, Rock Island & Pacific Railway Company on form 30, and included in Exhibit No. 3, showing additional expense account of the necessity of employing coal passers at Peabody, Coal Center, and Lawrence, Kansas—

Mr. Stone: Clay Center that should be, Mr. Keefe.

Mr. Keefe: Clay Center?

Mr. Stone: Yes.

Mr. Keefe: Also Bowie, Texas.

At Peabody, Clay Center and Lawrence, Kansas, two men will be employed at each point, one days and one nights, to work in two shifts of twelve hours each; rate of pay to be \$1.75 for twelve hours, or 14½ cents per hour. Total amount \$108.50 at each point. Total for the three stations, \$325.50.

At Bowie, Texas, one man to work six hours per day, and one man to work twelve hours each night, an aggregate time on duty of eighteen hours in every twenty-four hours. The rate used was 18 cents per hour, or a total expense of \$97.20 per month.

\$325.50 plus the \$97.20 makes the total of \$422.70.

Mr. Shea: That would be the expense incurred for assistance for firemen under Article 12?

Mr. Keefe: Yes, by the Rock Island Railroad.

Mr. Shea: Now, are those points that you name, Mr. Keefe, intermediate points?

Mr. Keefe: I really don't know, Mr. Shea. I am not familiar with the Rock Island territory. This is the information that I received from the Rock Island as to the details of the figures you questioned.

Mr. Shea: At these points are there coal chutes located there?

Mr. Keefe: I am not conversant with the details, Mr. Shea.

Mr. Shea: You don't know but what coal could be taken just as easily as by having men stationed there to shovel coal ahead?

Mr. Keefe: I don't know anything about the details, Mr. Shea.

Mr. Shea: You don't know the distance between the home and the initial terminal?

Mr. Keefe: No, sir.

Mr. Shea: That is all.

Mr. Sheean: I think we had proceeded, Mr. Keefe, as far as Sheet No. 16 of this exhibit 3, under Article 5, preparatory time.

Mr. Stone: What page?

Mr. Sheean: Sheet No. 16. Now, on that part of this exhibit you show as present wages paid, only those roads which have an arbitrary preparatory time?

Mr. Keefe: Yes, sir.

Mr. Sheean: And, wherever under rules whereby one man is paid on the hourly basis, he is paid from the time he is called upon to report for duty, or where he is paid thirty minutes prior to the departure of the train, or any other rule covering the payment on the hourly basis, you don't include that as present wages paid under a so-called preparatory time rule?

Mr. Keefe: No, sir.

Mr. Sheean: Columns 1, 3 and so on, the items shown there then are only as to those where an arbitrary is paid as preparatory time, independently entirely of the time or miles of the trip?

Mr. Keefe: Yes, sir.

Mr. Sheean: And irrespective of the question whether the mileage basis or the hourly basis covers the rest of the trip?

Mr. Keefe: Yes, sir.

Mr. Sheean: That is shown in all classes of service, as to what the effect of the proposal would be.

Mr. Keefe: By classes of service.

Mr. Sheean: By classes of service?

Mr. Keefe: Yes, sir.

Mr. Sheean: Now, in passenger service, Mr. Keefe, in the month of October, how much was paid on all roads as arbitrary preparatory time?

Mr. Keefe: For both engineers and firemen—

Mr. Sheean: No, separately.

Mr. Keefe: For engineers separately?

Mr. Sheean: Yes.

Mr. Keefe: \$2,418.85.

Mr. Sheean: And firemen?

Mr. Keefe: Firemen \$1,589.00.

Mr. Sheean: Those are on what roads?

Mr. Keefe: Those are on the Canadian Northern; Duluth, Winnipeg & Pacific; and Canadian Pacific Lines west of Fort William.

Mr. Sheean: Had this proposal been in effect, what would have been the aggregate payment as preparatory time on these roads, the aggregate payment to engineers in that month?

Mr. Keefe: \$83,822.49.

Mr. Sheean: That is in passenger service alone?

Mr. Keefe: In passenger service, yes sir.

Mr. Sheean: And to firemen?

Mr. Keefe: To firemen in passenger service, \$54,544.06.

Mr. Sheean: The aggregate payments in through or irregular freight service, to both engineers and firemen, for preparatory time in that month, were what?

Mr. Keefe: Under the present schedule provisions, \$8,291.32.

Mr. Sheean: And as proposed, what would this item amount to?

Mr. Keefe: \$117,299.14.

Mr. Sheean: The same roads, or were there any other roads which paid an arbitrary preparatory time, in through or irregular freight that do not pay it in passenger service?

Mr. Keefe: The Duluth, South Shore & Atlantic and the Mineral Range show additional payments at the present time,

in addition to the three roads I have mentioned previously, for passenger service.

Mr. Sheean: In local or way freight service, what were the aggregate payments of arbitrary preparatory time?

Mr. Keefe: Under the present arrangements, \$2,898.49

Mr. Sheean: And the proposal would have necessitated an expense of how much under local or way freight.

Mr. Keefe: \$55,952.79.

Mr. Sheean: The same roads which pay in through or irregular freight service, pay in local or way freight?

Mr. Keefe: Yes.

Mr. Sheean: As to the unclassified time, how many roads pay the arbitrary preparatory time?

Mr. Keefe: Three, the first three I mentioned; the Canadian Northern; Duluth, Winnipeg & Pacific, and Canadian Pacific Lines West of Fort William.

Mr. Sheean: They are also the only roads which pay in switching service?

Mr. Keefe: Yes.

Mr. Sheean: Now, in unclassified service, what were the total wages paid as preparatory time, or arbitrary preparatory time in this month?

Mr. Keefe: \$1,023.04.

Mr. Sheean: And the wages as proposed would have aggregated what amount?

Mr. Keefe: \$30,811.56.

Mr. Sheean: What is that?

Mr. Keefe: \$30,811.35.

Mr. Sheean: In switching service what are the totals?

Mr. Keefe: Present expense, \$2,809.66; proposed \$63,769.64.

Mr. Sheean: And then the total for all lines in all classes of service is shown in the last two columns on the page?

Mr. Keefe: The last column, Column 36.

Mr. Sheean: The last column showing the total increase?

Mr. Keefe: Yes.

Mr. Sheean: Sheet 17 of this exhibit, Mr. Keefe, covers what subjects of the proposals?

Mr. Keefe: It covers the initial terminal delay in pas-

senger service, and also the final terminal delay in passenger service, separately.

Mr. Sheean: And on this page is carried, on all of the roads, the items that occurred under the terminal delay rules, which occurred in the schedules of the different roads?

Mr. Keefe: Yes, sir.

Mr. Sheean: Under the heading of present wages paid?

Mr. Keefe: Yes.

Mr. Sheean: While, as compared with that, is carried out the amount which would have been paid if, as under the proposal, all the time between roundhouse and station, irrespective of actual delays, was treated for purposes of computation as a delay?

Mr. Keefe: Yes, sir.

Mr. Sheean: Now, will you give us simply, on that page, Mr. Keefe, the total change that would be brought about by the initial terminal delay rule as proposed? Or, first, give us the total wages paid in passenger service, and the wages as proposed under this item.

Mr. Keefe: Present wages paid under the provisions of the existing schedules as to initial terminal delay, you mean?

Mr. Sheean: Yes, as to initial terminal delay.

Mr. Keefe: \$14,983.87.

Mr. Sheean: And as proposed?

Mr. Keefe: As proposed \$92,171.18.

Mr. Sheean: Now, as to the final terminal delay in passenger service, what was the amount paid for delays under the various schedules in the month of October?

Mr. Keefe: \$13,279.37.

Mr. Sheean: And under the proposal, what would have been paid on the operations of that month?

Mr. Keefe: \$67,474.72.

Mr. Sheean: In passenger service, had the proposals as to initial and final terminal delay been in effect in that month, what would have been the change in the payrolls?

Mr. Keefe: \$131,382.66.

Mr. Sheean: The total as to all of the roads is shown on this sheet 17?

Mr. Keefe: Yes.

Mr. Sheean: Sheet 18 makes comparison as to what?

Mr. Keefe: It shows the amount of actual terminal delay, and final terminal delay between through or irregular freight service, and local or way freight service, separately.

Mr. Sheean: That is carried out in the same manner as to freight service, in which you carried out that information as to passenger service on sheet 17?

Mr. Keefe: Yes, sir, dividing the freight service as between through and local service.

Mr. Sheean: Now, in the through or irregular freight service, what would have been the change under the initial terminal delay rule?

Mr. Keefe: The total increase?

Mr. Sheean: The total increase, yes.

Mr. Keefe: \$78,851.46.

Mr. Sheean: And as to final terminal delay in through or irregular freight service?

Mr. Keefe: \$53,075.31.

Mr. Sheean: Under local or way freight, under the heading of initial terminal delay?

Mr. Keefe: \$32,542.59.

Mr. Sheean: And finally, in local or way freight service?

Mr. Keefe: \$22,123.78.

Mr. Sheean: With an aggregate increase in through or irregular, and local freight service of how much for that month?

Mr. Keefe: \$186,593.14.

Mr. Sheean: As in passenger service, you have here extended, under present wages paid, the amount which, in that month, accrued under the various definitions of terminal delay in the different schedules?

Mr. Keefe: Yes.

Mr. Sheean: And in the columns by which you have made the comparison, you have set up the amount which would have been paid, if the part of the work between roundhouse and outer switch was treated as a separate item of compensation, irrespective of any question of actual delay?

Mr. Keefe: Yes. Mr. Sheean, before you leave that sheet, I think it is proper that I should call attention to the fact that we have not made any estimate or shown any cost for the application of the initial or final terminal delay to the miscellaneous class of service, such as pusher, helper, mine-runs, work, wreck,

belt line, transfer and all other unclassified service. That class of service takes under their proposal, through freight rates; but we have not made any extension or taken any steps to ascertain what would be the cost by reason of initial terminal or final terminal delay, under that class of service.

Mr. Sheean: For what reason was that not shown, Mr. Keefe?

Mr. Keefe: It was not anticipated that to ask for the through freight rates for the miscellaneous class of service, would take with it the through freight conditions.

Mr. Sheean: Therefore, no estimate as to cost of either initial or final terminal delay is made in any of the classes of service which are thrown together in—I have forgotten which article of the proposal that is—well, in part of Article 2, dealing with pusher, helper, mine runs, work, wreck, belt line, transfer and all other unclassified service.

Mr. Keefe: Yes, the fourth paragraph of Article 2.

Mr. Sheean: Now, on this sheet No. 18, Mr. Keefe, that we just referred to, you have carried as blank, the Baltimore & Ohio Chicago Terminal across the entire page, for the reason that their service is defined in that last article, the last part of Article 2 just referred to, belt line and transfer, and so forth?

Mr. Keefe: Yes, there was no service known as through or irregular freight, or local service on that railroad, and it was not anticipated at the time the estimates were prepared, that the transfer or belt line service would take with it the application of the initial and final terminal delay to that class of service.

Mr. Sheean: So that if in fact this requested article is broad enough to make applicable the initial and final terminal delay to this other class of service, the pusher, helper, mine runs, work, wreck, belt line, transfer and all other unclassified service, the amount here shown as the increase from the application of that rule, is smaller than the facts would be?

Mr. Keefe: Yes.

Mr. Sheean: Was there anything further in connection with the initial and final terminal delay to which you wished to call attention?

Mr. Keefe: No, sir.

Mr. Sheean: Turning then to sheet No. 19 of this exhibit, Mr. Keefe, just state briefly what this sheet 19 purports to show.

Mr. Keefe: This sheet shows the additional expense, over the practice in effect in October, 1913, that would have resulted if the automatic release and tie-up rule as proposed in Article 7, paragraph 1, had been in effect during that month in passenger service, except suburban, through and irregular freight service, and also local or way freight service.

Mr. Sheean: That is shown, railroad by railroad, in the three classes of service, passenger service, through or irregular freight service, local or way freight service?

Mr. Keefe: Divided as between engineers and firemen, yes, sir.

Mr. Sheean: And in the same way as you explained as to the preceding exhibit, you have here embodied the application of the automatic release and tie-up rule to the unclassified service?

Mr. Keefe: It has not been applied to the work train, the unassigned helper, the pusher, helper, mine-runs, work, wreck, belt line, transfer, or other unassigned service.

Mr. Sheean: But it has been applied to the assigned helper?

Mr. Keefe: No, it has not been applied to assigned helper.

Mr. Sheean: I thought that was your statement.

Mr. Keefe: No, it has not been applied to the assigned helper, the automatic release and tie-up rule.

Mr. Sheean: But if a helper was operating in a pool, as part of the through or irregular freight service pool, during that month of October, then I suppose the application would be made to that?

Mr. Keefe: Yes, the accounts were prepared on the basis of applying the rule to that class of service.

Mr. Sheean: It might be possible that on some particular road, the matter of a helper going out would be a part of the pool service at that point, either catching a helper run or a through freight run?

Mr. Keefe: Yes.

Mr. Sheean: And if there were any particular pools in which that situation existed, then the automatic release and tie-up rule would have applied there?

Mr. Keefe: Yes.

Mr. Sheean: Now, Mr. Keefe, will you give us, please, what the effect of this rule in passenger service would have been for the single month of October?

Mr. Keefe: It would have made an additional expense of \$156,092.76.

Mr. Sheean: And in through or irregular freight service, what would the application of this rule have meant in that one month, in money?

Mr. Keefe: \$185,994.01.

Mr. Sheean: And in local or way freight service?

Mr. Keefe: \$252,384.25.

Mr. Sheean: For that month in all classes or in these three classes of service, what would the amount have been?

Mr. Keefe: \$594,471.02.

Mr. Sheean: Now, Mr. Keefe, those figures, as the result of one month's operation, or the effect of a single rule on the operations for one month, run into a large sum of money. I wish you would give some actual examples on your road, of which you have actual knowledge, of the effect of this rule, and the way this rule would run into money if this rule were actually in effect.

Mr. Keefe: On the Gulf, Colorado & Santa Fe Railroad, with which I am directly connected, there are a number of turn-around passenger runs, freight runs, mixed train service, and as indicative to the extent that their proposals would increase the present expenses, I have taken a few of the ones and have shown the present allowance, present payments and what they would get under their proposal. The first one I have is one of the passenger trains that runs from Galveston to Houston and return, each day.

Mr. Sheean: What is the distance from Galveston to Houston?

Mr. Keefe: 53 miles. This train leaves Galveston at 8:10 A. M., arrives at Houston at 9:55 A. M., or an hour and 45 minutes en route. It leaves Houston in the evening, 5 P. M., arrives at Galveston at 6:45 P. M.

Mr. Sheean: What was the first leg of the run there?

Mr. Keefe: Galveston to Houston.

Mr. Sheean: Between arrival at Houston in the morning

and between the time that he starts on his return trip in the evening, is the engineer required to do anything?

Mr. Keefe: No, he is not required by the company to remain on the engine, or in the vicinity of the engine, or remain on duty.

Mr. Sheean: But must report in time to make the return trip at—

Mr. Keefe: 5 o'clock.

Mr. Sheean: Now, that train runs how many days in the month?

Mr. Keefe: It runs every day in the month, and on Sundays that crew may—does make one additional trip, in addition to the run to Houston and back.

Mr. Sheean: Now, on the trip on Monday morning, how much is paid for that round trip, under the present schedule?

Mr. Keefe: Under the present schedule, the engineer receives for the entire day's service, or 106 miles, \$4.40.

Mr. Sheean: And the fireman receives how much?

Mr. Keefe: \$2.65.

Mr. Sheean: And on the Sunday trip, just how is that operated, where they make the two round trips on that day? I mean as to the hours. Do you happen to have the time card on that?

Mr. Keefe: I have, but I have not looked up the details on that.

Mr. Sheean: I do not care. I thought possibly you had it, but the same crews make two round trips on Sunday.

Mr. Keefe: Yes.

Mr. Sheean: Have you the actual sheet for operations in the month of October, 1913, on that run?

Mr. Keefe: Yes, sir.

Mr. Sheean: And in the month of October, was the same engine on that run, all that time?

Mr. Keefe: No, sir, they changed engines. They had engine 419, which was 125,300 pounds weight on drivers. It made fourteen trips.

Mr. Sheean: What other engine or engines were on the run?

Mr. Keefe: Engine number 98, 64,350 pounds weight on drivers, made the remaining trips.

Mr. Sheean: Under the practice for that month of October, 1913, the engineer was paid the same amount on these two engines?

Mr. Keefe: Yes, sir, under the terms of our schedule as it exists at the present time, he received the same rate for each trip, per day.

Mr. Sheean: But under the proposal here, those two engineers on this passenger train would have taken different rates?

Mr. Keefe: Yes, sir, under their request, the smaller engine, number 98, weighing 64,350 pounds, would take a rate of \$4.50; the fireman, \$2.90. Engine number 419, weighing 125,300 pounds, would take for the engineer a rate of \$4.80, while the fireman would receive \$3.15.

Mr. Sheean: Now, how much was paid to the engineer and fireman on that run, for that month of October? The engineer received how much?

Mr. Keefe: The engineer received \$163.24.

Mr. Sheean: And under this proposal and with this automatic release, whereby the 53 miles run up to Houston would be 100 miles, and the return run in the evening would be another 100 miles, what would the engineer, under that operation in that month, have received?

Mr. Keefe: He would have received \$356.40, or an increase of \$193.16, or 118 per cent increase.

Mr. Sheean: Does that train as it runs up in the morning have one train number, and a different train number coming back in the evening?

Mr. Keefe: Yes, train number 2 in the morning and returns as train number 3 in the evening.

Mr. Sheean: Under the practice as it is in vogue on your line, for this 53 miles run up and 53 miles run back, you pay 106 miles?

Mr. Keefe: Yes, actual miles.

Mr. Sheean: Under the proposal here, as made, you would be obliged to pay 100 miles for each leg of the trip?

Mr. Keefe: Yes.

Mr. Sheean: And that engine, in that actual operation there of that passenger train, thus running on every day, the rate on the engine would have changed, because of the change

in weight on drivers of the engine that operated in different parts of the month?

Mr. Keefe: Yes.

Mr. Sheean: Have you the detail of just what the operation was in that month and what was run and what was paid?

Mr. Keefe: Yes.

Mr. Sheean: And also the detail of the application of this rule to that situation?

Mr. Keefe: Yes.

Mr. Sheean: Now, will you give us the items that entered into the compensation, in October, 1913, and the items that would have entered in, had this proposal been in effect?

Mr. Keefe: The engineer received a straight mileage allowance of \$163.24. If the proposal had been in effect, the engineer would have received for a mileage allowance, \$171.72; because of the automatic release provisions of Article 7, paragraph 1, \$152.28.

Mr. Sheean: Well, now, you divided in that way, that on their paying for the actual miles that she run, because of the increased rate he would have had \$171, applying that to the actual miles run?

Mr. Keefe: Yes, applying to the actual miles run, yes, sir.

Mr. Sheean: But because of the automatic release at each end of the 53 mile run, there would have accrued during that month how much more?

Mr. Keefe: \$152.28.

Mr. Sheean: Any other item or items of compensation under this proposal, that he would have been entitled to, had this proposal been in effect?

Mr. Keefe: Yes.

Mr. Sheean: What were they?

Mr. Keefe: The preparatory time. He would have received \$32.40 additional, for preparatory time, 30 minutes at Galveston, and 30 minutes at Houston.

Mr. Sheean: And any other item or items?

Mr. Keefe: No, there would be no initial terminal delay, because at both Galveston and Houston, for our passenger engines, we have hostlers.

Mr. Sheean: So that the engineer takes his engine at the depot?

Mr. Keefe: Yes, and leaves it at the depot.

Mr. Sheean: Now, what did the fireman receive for that run during the month of October, under the schedules there in effect?

Mr. Keefe: He received \$98.32 for a straight mileage allowance.

Mr. Sheean: And under the proposal, what amount would have accrued to him on that run?

Mr. Keefe: By items?

Mr. Sheean: Yes, by items.

Mr. Keefe: By items, the mileage allowance would be \$111.57; by reason of the automatic release provision, \$98.94; because of the preparatory time provision, \$21.05, or a total of \$231.56, which would be \$133.24 increase, or 135 per cent.

Mr. Sheean: How long has this run been made between Houston and Galveston in the way you have described?

Mr. Keefe: It was there when I went to work for the railroad, eighteen years ago, and has been running practically that way ever since; not on those specific hours, but that general service.

Mr. Sheean: Run as a turn-around during all of that time?

Mr. Keefe: Yes.

Mr. Sheean: Give us some other case, Mr. Keefe, or an actual physical situation on the railroad on which this proposal would bring about excessive compensation.

Mr. Keefe: We have several other trains run between Galveston and Houston. This is simply one of those several trains of that character that we have between Galveston and Houston.

Mr. Sheean: And those trains between Galveston and Houston run in a turn-around?

Mr. Keefe: Yes.

Mr. Sheean: While this proposal would make 53 plus 53 equal 200 miles on all the trains you run?

Mr. Keefe: Yes.

Mr. Sheean: Give us some other example than this Galveston and Houston run?

Mr. Keefe: I have not any other Galveston to Houston runs.

Mr. Sheean: No, I say some other run than those?

Mr. Keefe: I have details of passenger trains 65 and 66, which operate between Dallas and Cleburne, Texas.

Mr. Sheean: What is the distance between Dallas and Cleburne?

Mr. Keefe: The distance is 53 miles, also.

Mr. Sheean: How long have those trains between Dallas and Cleburne and return been operated as a turn-around?

Mr. Keefe: A great many years; practically as long as the Galveston and Houston turn-around service has been in operation.

Mr. Sheean: Just describe one of those turn-around trips.

Mr. Keefe: These details that I have here are for trains 65 and 66. Train No. 66 leaves Dallas at 7:05 A. M., and arrives at Cleburne, at 9:15 A. M. Returning it leaves Cleburne at 7:15 P. M., arriving in Dallas at 9:40 P. M. Time from beginning of first trip to end of last trip, 14 hours, 35 minutes.

Mr. Sheean: And have you the detail of the operations for the month of October, 1913, on that run?

Mr. Keefe: Yes.

Mr. Sheean: Was there any change in the engines at any time during the month there?

Mr. Keefe: Yes, there was a change, but only on one day. The engine that was assigned to the run weighed 64,300 pounds on drivers, but on the 17th of October they substituted a heavier engine, weighing 96,500 pounds on drivers.

Mr. Sheean: What did the engineer earn on that run, in the way in which it was operated, in the month of October, 1913?

Mr. Keefe: He earned as mileage allowance—

Mr. Sheean: No, just give his total payment.

Mr. Keefe: His total payment was \$170.37.

Mr. Sheean: And if this proposal had been in effect, what would he have been paid for the operations in that month?

Mr. Keefe: He would have been paid \$309.78, or an increase of \$139.41.

Mr. Sheean: On that run what did the fireman receive, under the actual operations for October, 1913?

Mr. Keefe: He received \$97.73.

Mr. Sheean: What would this application of the automatic release and other rules proposed here have produced in compensation, had they been in effect?

Mr. Keefe: He would have received \$199.71.

Mr. Sheean: You also have the detail of that month's operation there, have you?

Mr. Keefe: Yes, but there is one point in connection with it which I would like to explain.

Mr. Sheean: Do so, please.

Mr. Keefe: Under the present arrangement, there is allowed the engineer and fireman, by this agreement, at Dallas, one hour for performing hostling work. We have no hostlers at Dallas. Under their proposal, while the saving clause was considered, it was not thought that the men would insist upon that one hour's additional allowance, because, under the provisions of another paragraph of their proposal, we would have to place a hostler at that point, so that in the proposed expense we have eliminated \$13.64 from the engineer's salary and \$8.22 from the fireman's salary that they receive, and it is not shown in the proposed expense.

Mr. Sheean: But under the operation in October, 1913, the engineer on that assigned run earned and received how much?

Mr. Keefe: \$170.37.

Mr. Sheean: While, if this proposal was in effect, he would have been entitled to how much?

Mr. Keefe: \$309.78.

Mr. Sheean: Those particular trains there change their numbers in running in one direction from what they are in running the other?

Mr. Keefe: Yes.

Mr. Sheean: And they have been in existence, running in that way, for a good many years?

Mr. Keefe: Yes.

Mr. Sheean: Are there other trains than the ones of which you have the detail, running in this same way, in this Dallas district?

Mr. Keefe: Yes.

Mr. Sheean: Give us some other actual operation for the month of October, 1913, Mr. Keefe, as illustrative, simply, of why and how this automatic release runs up to half a million dollars in one month?

Mr. Keefe: Here is rather an aggravated, or rather a very apparent extravagant payment under their proposal. This

is the detail of a run that operates between Davis and Sulphur, in Oklahoma, a branch line turn-around service. It is the only service that is on that branch, and is performed by this one crew.

Mr. Sheean: Go on and give us the voyage that they make there.

Mr. Keefe: The crew makes four turn-around trips, from Sulphur to Davis, Oklahoma, and return, making a total mileage of 75 miles, for which they are now being paid 100 miles at mixed train rates, with an arbitrary allowance of two hours per day for switching their train at Davis.

Mr. Sheean: Just give us a little detail of what they start out to do in the morning, and when they do it, and where.

Mr. Keefe: On the first trip they leave Sulphur at 8:30 A. M., going to Davis and arriving at 9:10 A. M.

Mr. Sheean: What is the distance?

Mr. Keefe: 9.3 miles. They make four of those trips during the day, terminating their service at Sulphur at 5:40 P. M., or a total of 8 hours and 30 minutes from the time they start out in the morning until they complete their last service in the evening.

Mr. Sheean: They get back into Sulphur, Sulphur is the place they start out from in the morning?

Mr. Keefe: Yes.

Mr. Sheean: And out to the end of the branch and back to Sulphur?

Mr. Keefe: Sulphur is the end of the branch, and they come into the junction with the main line, and then tie up at Sulphur, which is the terminal of the branch.

Mr. Sheean: And they make four round trips a day.

Mr. Keefe: Yes.

Mr. Sheean: So that, whether you consider each end of the run an automatic release, or whether they are getting to their terminal at the end of the run, they are back in their own terminal four different times, or make four trips back to that terminal per day?

Mr. Keefe: Yes. Every one of those runs is under a different train number.

Mr. Sheean: For that you are now paying for the 75 miles actually run, the 100 miles under the schedule providing that for 100 miles, or less, you shall pay 100 miles?

Mr. Keefe: Yes.

Mr. Sheean: On that run, in October, 1913, what did you pay the engineer?

Mr. Keefe: \$202.74.

Mr. Sheean: And the fireman on that run received how much?

Mr. Keefe: \$119.04.

Mr. Sheean: And under the application of the automatic release, that when a train comes in and they go back on another train, there is 100 miles or less paid them, what would you have been required to pay, had this automatic release schedule provision been in your schedule, to that engineer?

Mr. Keefe: \$1,435.75.

Mr. Sheean: And to the fireman in that month, under this rule?

Mr. Keefe: \$937.79.

Mr. Sheean: The engineer and fireman, arriving at the terminal, being automatically released, and paying them 100 miles for that run, it would have resulted in that compensation?

Mr. Keefe: Yes.

Mr. Sheean: Upon arriving at the terminal or end of the run?

Mr. Keefe: Yes.

Mr. Shea: How did you say that was computed today, as at the terminal or at the end of the 9.3 miles?

Mr. Keefe: It was computed after he made each trip. He arrived at the end of his terminal or end of his run.

Mr. Shea: That is, you allow a day for each 9.3 miles made?

Mr. Keefe: Yes, plus his preparatory time and initial terminal delay.

Mr. Sheean: On the run from Sulphur up to Davis, that is at the end of his run there, he is as far as he can go, is he not?

Mr. Keefe: Yes.

Mr. Sheean: On the return trip from Davis, in getting down to Sulphur, he reaches his terminal, does he not?

Mr. Keefe: Yes.

Mr. Sheean: And coming back he has a different train number from the one with which he goes out?

Mr. Keefe: Yes.

Mr. Sheean: That was the operation in October, 1913, and had been for how many years?

Mr. Keefe: Ever since the line was built, about eight years ago.

Mr. Burgèss: Will you please give those amounts to me again, which they would receive under the proposed scale?

Mr. Keefe: \$1,435.73 for the engineer.

Mr. Shea: Did you say how that compared with the wages of governors in certain states?

Mr. Keefe: No.

Mr. Sheean: No, where the automatic release would apply here it made it above Senators and Presidents.

Mr. Shea: I was wondering whether you were confining it to the Governor of which state.

Mr. Sheean: What state was that you said he actually got \$200?

Mr. Keefe: The State of Oklahoma.

Mr. Sheean: I do not happen to remember whether the State of Oklahoma pays its Governor more than \$202, but I think it does pay a little more.

Mr. Keefe: That \$202.74 was what he actually drew under the present agreement, the present rates of pay and working arrangements.

Mr. Stone: Might I ask for further detail on that run? About how many hours a day would he have to put in for that \$202.74?

Mr. Keefe: 8 hours 34 minutes.

Mr. Stone: That is, all told?

Mr. Keefe: That is the time from when he first went to work in the morning until the end of his last trip in the afternoon.

Mr. Sheean: The detail you have as to the actual operations in the month of October?

Mr. Keefe: Yes.

Mr. Sheean: As to each of these, I will ask you to file that detail sheet. We have just the one sheet, but instead of cumbering up the record, so it may be accessible to the other side to check, will you just hand to Mr. Milstead the three that you have already passed, so that they may be filed?

Mr. Keefe: Yes.

(The papers were accordingly filed, as of this date.)

Mr. Sheean: Now, Mr. Keefe, I understand you have not attempted to enumerate all of the cases on the Gulf, Colorado & Santa Fe, in which this automatic release would work out excessive payments, but simply to cull some cases that will offer some explanation as to the conclusion that the roads reach here, that that rule, in the month of October alone, would amount to over half a million dollars increased pay to the men.

Mr. Keefe: That is correct. I have not attempted to. There are a large number of similar runs that I have not even asked for the details or attempted to compute.

Mr. Sheean: Have you a short one there that we could take up before adjournment time and get the details?

Mr. Keefe: Here is a turn-around in freight service between Houston and Alvin.

Mr. Sheean: What is the distance there?

Mr. Keefe: The distance is 21 miles.

Mr. Sheean: Now, tell us what the operation was there in the month of October, how they run that.

Mr. Keefe: This train would leave Houston in the evening and connect with the fast freight trains out of Galveston, and would wait there for the trains in the morning to bring freight back into Houston. Under the present basis he is allowed 100 miles from Houston to Alvin and return. Now, sometimes, or in the month of October, on fourteen days, he made an extra trip between Houston and Alvin, made double, in other words, of the service between Houston and Alvin, and the remainder of the trips he only made one trip.

Mr. Sheean: In that freight service, for that 23 miles, did you say?

Mr. Keefe: It is 21 miles. 23 miles is from Houston proper, but from the yard where he leaves it is 21.1.

Mr. Sheean: And that 21.1 miles up, and back, under the schedule, is paid for as 100 miles?

Mr. Keefe: Yes.

Mr. Sheean: And in the cases where he doubled on the few days in which he doubled the road, what was paid there?

Mr. Keefe: The 100 miles.

Mr. Sheean: For each trip that he made, each round trip of 42.2 miles, he was paid 100 miles?

Mr. Keefe: Not for each round trip, no; for his double trips. Those days he doubled he made 84 miles, for which he received 100.

Mr. Sheean: That is what I was trying to get at, whether you paid—

Mr. Keefe: Just 100 miles.

Mr. Sheean: The total mileage being under 100, whether he went on that round trip once or twice, he was paid 100?

Mr. Keefe: Yes.

Mr. Sheean: What was paid there during the month of October, 1913?

Mr. Keefe: He actually received \$243.23, under the present schedule and present arrangement.

Mr. Sheean: If the automatic release rule was in effect, whereby for each 21 miles 100 miles would be paid, what would have been the effect to his compensation in the month of October, 1913?

Mr. Keefe: He would have received \$626.11.

Mr. Sheean: And what was the fireman actually paid on that run, during the month of October, 1913?

Mr. Keefe: \$148.05.

Mr. Sheean: And what would the fireman have received, had those trains been run under the schedule proposed here?

Mr. Keefe: \$408.59.

Mr. Park: The fireman received \$148?

Mr. Keefe: \$148.05. That is what he was paid.

Mr. Sheean: What does that show as to the total number of miles run?

Mr. Keefe: 1,880 miles for the month.

The Chairman: How many hours did he work, I mean speaking of the day?

Mr. Keefe: His time was computed continuously from the time he started until he returned, and a good part of that time he was laying at Alvin, performing no service; but embracing all the time he was at the turn-around point, it averaged ten hours and something per day. I will give it to you in a minute.

The Chairman: Well, approximately.

Mr. Keefe: I should have said twelve hours.

Mr. Park: Do you know approximately how much time he was off between the runs?

Mr. Keefe: No, I do not.

Mr. Park: How long were the runs?

Mr. Keefe: 21 miles each way. Fourteen times he made it double, which made it 84 miles.

Mr. Sheean: How long has that been operated in that way, that freight run from Houston to Alvin?

Mr. Keefe: For a number of years. It is quite a number of years. I do not recollect, not less than ten.

Mr. Sheean: And the operation is for the purpose of getting fast freight?

Mr. Keefe: Yes, our main line does not run through Houston. It operates from Beverly Yard to Galveston, coming through Alvin, to take our Houston freight. Houston is located on a branch 21 miles in length. To get our Houston freight, they make a stub run there connecting with both fast freight trains out of Galveston.

Mr. Sheean: You also have the details of the operation there during that month?

Mr. Keefe: Yes.

The Chairman: Are engineers and firemen generally on your line paid this amount, or is this a special run where this rate obtained?

Mr. Keefe: No, I did not take it at all with regard to what the present compensation is. We will have exhibits later on indicating what they do receive as a general proposition. I did not know what these figures produced until I received them yesterday morning.

Mr. Sheean: This is only to illustrate the apparently large increase of the automatic increase, and to illustrate why, in the view of these men, applying the automatic release, that one item runs into such a large sum of money. I will ask you to file that, also.

(The paper was filed as of this date.)

(Whereupon, at 12:30 o'clock P. M. a recess was taken until 2:30 o'clock P. M.)

AFTER RECESS

Mr. Sheean: Some days ago I asked and was given leave to file these various arbitration awards. We now file the report of the Board of Arbitration in the matter of the controversy

between the Eastern Railroads and Brotherhood of Locomotive Engineers, November 2, 1912; the award between the Eastern Railroads and the Brotherhood of Locomotive Firemen and Enginemen, April 23, 1913; and the interpretations of December 5, 1913, of the same award. Those are filed for the information of the Board. Also the award in the case of the Eastern Railroads and the Order of Railway Conductors and Brotherhood of Railway Trainmen, November 10, 1913; and the rulings and interpretations of the same award. Also, the joint conclusions arrived at as to the application of the rulings of the Board to certain questions submitted to the Board. These are not being filed as exhibits.

The Chairman: As I understand it, you are not offering these as regular exhibits to be incorporated in the record, but simply for the benefit of the Board.

Mr. Sheean: For the benefit of the Board.

The Chairman. Yes.

Mr. Sheean: And we furnished a sufficient number of copies so that each member of the Board may have the award in the different cases referred to.

The Chairman: Very well.

J. H. KEEFE was recalled for further examination, and having been previously sworn, testified as follows:

Mr. Sheean: Mr. Keefe, just before adjournment you partially completed the description of one run on the Santa Fe.

Mr. Keefe: Yes, sir; I had finished.

Mr. Sheean: You had finished?

Mr. Keefe: Yes, sir.

Mr. Sheean: Now, will you give us some other example of the application of this Automatic Release Rule?

Mr. Keefe: I have before me the details of the present compensation received by the Engineers and Firemen on through freight trains 43 and 44, that operate between Cleburne and Dallas.

Mr. Sheean: What is the distance?

Mr. Keefe: The distance is 53 miles.

Mr. Sheean: Now, just give us the substance of what the operation there was in October, 1913, on this through freight run.

Mr. Keefe: This through freight run leaves Dallas at 8.05 P. M., Train No. 44, going to Cleburne, arriving there at 11:20 P. M.; returning leaves Cleburn at 3 A. M., arrives at Dallas at 7 A. M.

Mr. Sheean: For that run, during October, 1913, what did the engineer draw under present schedules?

Mr. Keefe: \$201.86.

Mr. Sheean: If the proposal now under consideration had been in effect and applied to the operation of those runs, what would the pay of that engineer for that month, have been?

Mr. Keefe: \$332.55, an increase of \$130.69.

Mr. Sheean: What was the fireman paid?

Mr. Keefe: \$122.57.

Mr. Sheean: And if the proposal had been in effect, what would the fireman have been paid during the month of October, 1913?

Mr. Keefe: \$216.77, or an increase of \$94.20.

Mr. Sheean: You have the detail of the runs made by those trains during that month?

Mr. Keefe: Yes.

Mr. Sheean: I will ask that you also file that, Mr. Keefe.

Mr. Keefe: And in connection with that, and explaining the road overtime feature, I will say that in the month of October the engineer received \$19.95 for road overtime. That amount was not shown as under his proposed, because the automatic re-lease would reduce that payment.

The Chairman: What was the distance of that run?

Mr. Keefe: 53 miles one way, or a total of 106 miles.

The Chairman: What number of hours were consumed in making the run?

Mr. Keefe: A total for the 31 days of 251 hours, or an average of eight hours per day.

Mr. Sheean: The total payments for the month, including this payment of overtime, were how much?

Mr. Keefe: Just a moment, will you? About nine hours a day.

Mr. Park: Does that include the lay-over at Cleburne?

Mr. Keefe: Yes.

Mr. Shea: What time did they leave Cleburne?

Mr. Keefe: Left Cleburne at 3 A. M.

Mr. Shea: His home terminal was Dallas?

Mr. Keefe: His home terminal was Dallas.

Mr. Shea: What time did he leave Dallas?

Mr. Keefe: He left Dallas—he was scheduled to leave there at 8:05 P. M.

Mr. Shea: And then returned back?

Mr. Keefe: Reached Cleburne at 11:20 P. M.

Mr. Shea: What time did he return to Dallas?

Mr. Keefe: 3 A. M.

Mr. Park: Left Cleburne at 3 A. M. What time did he get to Dallas?

Mr. Keefe: Got to Dallas at 7 A. M.

Mr. Shea: Then that was 10 hours and 55 minutes?

Mr. Keefe: Yes, I am reading the schedule figures here, Mr. Shea, but in looking at the actual hours on duty for the month of October, it is shown here by runs. It shows he consumed a total of 254 hours, 10 minutes.

Mr. Shea: But a spread of 10 hours, 55 minutes?

Mr. Keefe: Yes, sir; in that, hours of time he was laying at Cleburne was deducted, 64 hours, 45 minutes, so that should be added to that 251 hours, a little over 11 hours, and I don't know just how many minutes—a little over 11 hours from the time that he left Cleburne—left Dallas until he returned to Dallas, including his time laying at Cleburne.

Mr. Sheean: Now, including the overtime that was paid during that month, what was the total payment to the engineer?

Mr. Keefe: \$201.86.

Mr. Sheean: And with the elimination of overtime and paying him 100 miles each way on the trip, what would his earnings have been during that month?

Mr. Keefe: \$332.55.

Mr. Sheean: That is a regular through freight run that has been there how long?

Mr. Keefe: Been there for a number of years. I would not even undertake to approximate how many. Over five years, I know.

Mr. Sheean: And the detail of the entire operation is shown on that sheet?

Mr. Keefe: Yes.

Mr. Sheean: Now, is there anything further about that

run that you wish to call attention to?

Mr. Keefe: No.

Mr. Sheean: Some other well established run on the Gulf, Colorado & Santa Fe, which, under the automatic release would change greatly the payments.

Mr. Keefe: This was a crew on what was known as "Waco-McGregor turn-around service." This train makes two turn-around passenger trips and one turn-around freight trip, from Waco to McGregor—between Waco and McGregor.

Mr. Sheean: What is the distance between Waco and McGregor?

Mr. Keefe: Approximately 20 miles.

Mr. Sheean: And the operations there were in October, 1913, paying the actual mileage of 120 miles?

Mr. Keefe: Yes; 125 miles, at the actual mileage, yes; 125 miles, counting all the mileage.

Mr. Sheean: Now, in making that 125 miles in the month of October, 1913, about what is the spread of hours? When do they start out on the first round trip and when is the last round trip?

Mr. Keefe: Leave Waco at 8:15 P. M. and returning, arrive Waco 8:45 A. M., total 12 hours, 30 minutes, from the first trip to the last.

Mr. Sheean: And do each of those trains run under different number, from one point to the other?

Mr. Keefe: Yes.

Mr. Sheean: During the month of October, 1913, what did the engineer draw who had that run or series of runs?

Mr. Keefe: He drew \$226.94.

Mr. Sheean: That was under existing schedule?

Mr. Keefe: Yes.

Mr. Sheean: If the proposals of the men had been in force during that month of October, 1913, what would the engineer have drawn on those runs, made between 8:15 in the morning and 8:45 at night?

Mr. Keefe: \$1,088.13.

Mr. Sheean: For the month of October?

Mr. Keefe: For the month of October, yes, sir.

Mr. Sheean: On those runs, beginning at 8:15 in the

morning and ending at 8:45 at night, what did the fireman receive in the month of October, 1913?

Mr. Keefe: Just the reverse, Mr. Sheean, he commenced at 8:15 at night and concluded at 8:45 A. M.

Mr. Sheean: Well, on that turn-around run, in the month of October, what did the Santa Fe pay the fireman?

Mr. Keefe: \$136.44.

Mr. Sheean: And under the proposals contained in this schedule, what would the fireman on that run have received for that month's wages on that run?

Mr. Keefe: \$711.51.

Mr. Byram: Have you anything to show us how much coal was consumed on that trip?

Mr. Keefe: There is no coal consumed whatever; it is an oil burner; all these runs I have mentioned are oil burners; no physical labor in connection with the fireman's duty.

Mr. Sheean: How long has this turn-around service been established and in existence on the Gulf, Colorado & Santa Fe?

Mr. Keefe: Since we commenced operating into Waco, about five years ago.

Mr. Sheean: You have the detail of the operations there on that branch during that month on that run?

Mr. Keefe: Yes.

Mr. Sheean: I will ask that you file that also, Mr. Keefe. The paper was accordingly filed, of this date.

Mr. Sheean: Now, these examples that you have given, Mr. Keefe, are given, as I understand you, simply as examples of the situation on the railroad of which you are assistant general manager, and the effect of applying the iron clad rule which is proposed, to the actual operations of that railroad.

Mr. Keefe: Yes.

Mr. Sheean: It does not comprise all cases of turn-arounds or branch line operations?

Mr. Keefe: It does not.

Mr. Sheean: Just tell us some other run or runs to which a similar situation, I mean in the respect of there being a great change effected by automatic release being made applicable.

Mr. Keefe: I do not know as I can recall all of them off-handed, but some of the others are Somerville to Temple and return, mixed train service; that is on the main line.

Mr. Sheean: What is the distance there?

Mr. Keefe: 77 miles one way.

Mr. Sheean: And that is now being operated as a turn-around?

Mr. Keefe: As a turn-around, and paid as a turn-around.

Mr. Sheean: You pay twice 77 miles for that?

Mr. Keefe: Yes.

Mr. Sheean: Instead of twice 100, as you would have to, under this proposal?

Mr. Keefe: Yes.

Mr. Sheean: What other example or examples?

Mr. Keefe: The Longview to Center passenger turn-around service, 66 miles one way.

Mr. Sheean: For which you now pay twice 66 miles, when it is doubled?

Mr. Keefe: Yes.

Mr. Sheean: And is that operated in that way as a turn-around?

Mr. Keefe: Yes.

Mr. Sheean: How long has it been thus operated?

Mr. Keefe: Since 1906, eight years.

Mr. Sheean: Some other example or examples?

Mr. Keefe: The run from Longview to Ore City, distance twenty-four miles, mixed train service, which has been in operation about three years. The turn-around service between Beaumont and Saratoga, about thirty-five miles one way.

Mr. Sheean: Is that operated now as turn-around?

Mr. Keefe: Yes.

Mr. Sheean: Making one turn-around, or two in the day?

Mr. Keefe: Making one turn-around a day.

Mr. Sheean: And for the seventy miles run, paying under the present schedule, 100 miles?

Mr. Keefe: Yes. We have some turn-around service between Shawnee and Chickasha, about seventy-four miles in length one way.

Mr. Sheean: And as that is operated now you pay twice seventy-four miles, one hundred and forty-eight miles, where they make that run?

Mr. Keefe: Yes.

Mr. Sheean: A detail of just what the effect on those runs

separately would be, you have not here as to any actual runs made during that time?

Mr. Keefe: No, sir.

Mr. Park: How would this apply to irregular service? That is loading stock, fifteen or twenty miles from the terminal? Do you load a good deal of stock in that territory, or some?

Mr. Keefe: Yes, we do.

Mr. Park: If you run a crew out, say twenty miles, to load a train of stock, does that constitute a run each way?

Mr. Keefe: As I understand it, yes, because they go out as a separate train and come back as a separate train. They change their train numbers returning, and for any irregular service of that kind, no doubt they would receive 100 miles for each direction.

Mr. Park: Then if they were required to take the stock out in another direction from Dallas, say twenty miles, would that constitute another day, two more days?

Mr. Keefe: I believe so, under their interpretation, yes, sir.

Mr. Nagel: Are these somewhat extraordinary results under the proposed rule shown in exceptional cases only?

Mr. Keefe: They apply to all turn-around service that is in effect on our road, or any road that has turn-around service of that kind.

Mr. Nagel: Are there enough of them to account substantially for the increased cost of something like half a million dollars a month?

Mr. Keefe: Yes, from what the reports received from the railroads indicate. Take on our own company, we report the increased cost to us of that rule will be \$9,875. I have only given you a few of the runs that would be affected by this rule.

Mr. Nagel: Would it be difficult to modify the proposed rule to escape the consequences that you have described?

Mr. Keefe: Why, of course any modification that is made of the rule would no doubt lessen the expense. Just what that modification is, or how much it would reduce the expense, I could not tell, until I had an idea of what the modification would be.

Mr. Nagel: It is simply a question of successful description?

Mr. Keefe: Yes.

Mr. Burgess: Mr. Keefe, I am particularly interested in the question of counsel, and your reply, relative to the trains changing their numbers. Is it the practice on your railroad to run two trains in the opposite direction, under the one number?

Mr. Keefe: No, sir.

Mr. Burgess: In any instance?

Mr. Keefe: Two trains in the opposite direction?

Mr. Burgess: Yes.

Mr. Keefe: No, sir.

Mr. Burgess: I mean this, the train starts out from a terminal, and going east, we will say, carries one number. Do you run your train back west, under the same number?

Mr. Keefe: Certainly not.

Mr. Burgess: Do you know of that practice on any railroad?

Mr. Keefe: I don't know of any practice of that kind.

Mr. Burgess: So that all trains operated under those circumstances do bear another number, or different numbers?

Mr. Keefe: All trains running in opposite directions over the same district bear different numbers.

Mr. Burgess: Then the particular reference to the train changing its number has really no significance in this arbitration?

Mr. Keefe: I remember distinctly that question being asked Mr. Stone in the Conference Committee, if that would mean that a train that turned around and changed its train number—if that would mean that it commenced another trip, and he replied that it would.

Mr. Burgess: Well, I was asking you this: The reference to the train changing its number would have no significance in this arbitration?

Mr. Keefe: Only to the extent of indicating that probably that train had arrived at the end of its run.

Mr. Burgess: But it is a fact, that in ordinary and usual railroad practice, you do not know of an instance where the train going west carries the same number coming back east?

Mr. Keefe: No, sir, I do not know of any such.

Mr. Sheean: And it is a fact, Mr. Keefe, that in conference with the Committee which presented this proposal as to

when the Automatic Release and Tie-up would take place, so that under the rule proposed the men would be automatically released, and when used again they began a new day, you were advised that when the train changed its number, a new day would begin?

Mr. Keefe: Yes.

Mr. Sheean: And in thus calling attention to the fact that each of these trains did change its number on these various runs, and thereby four days would be claimed under this rule, it was applying the interpretation which the proponents of Article 7, paragraph 1, placed upon that rule, when they were asked as to its true meaning and intent?

Mr. Keefe: Yes, sir.

Mr. Sheean: Now, from the examples that you have given on your own road, as to the effect in this one month, what is the total increase which you have shown on this sheet 19, as to the increase in that month, which would be caused on the Gulf, Colorado & Santa Fe?

Mr. Keefe: As shown at the bottom of column number 10, it would be \$594,471.02.

Mr. Sheean: That is for all of the railroads?

Mr. Keefe: Yes, for one month.

Mr. Sheean: Now, for that one month on the Gulf, Colorado & Santa Fe, as to which you have given us these examples?

Mr. Keefe: \$9,875.95.

Mr. Burgess: Pardon me, Mr. Keefe, what page is that?

Mr. Keefe: 19.

Mr. Sheean: Column 10, line 7, on page 19.

In this automatic release and the effect of it as shown on this sheet number 19, you have excepted suburban service?

Mr. Keefe: Yes.

Mr. Sheean: Has there been included in this the application to mine run?

Mr. Keefe: No.

Mr. Sheean: Or any of the other unclassified services?

Mr. Keefe: No.

Mr. Sheean: The exception which has been read into the record here makes no exception of the application of this rule as to mine run?

Mr. Keefe: I did not so understand it.

Mr. Sheean: Nor does it make any exception except in the case of assigned helpers, I believe?

Mr. Keefe: That is my understanding.

Mr. Sheean: Mr. Keefe, have you conveniently there, just what the exception was as read into the record here, of the automatic release?

Mr. Keefe: No, not as to what was read into the record.

Mr. Sheean: The same thing was read into the record that appears in the correspondence between the committees?

Mr. Keefe: The question asked was: "Example 27, Article 7. Automatic Release and Tie-up.

"Engineers and Firemen arriving at terminal or end of run are automatically released; when used again, they begin a new day.

"Engineers and Firemen tied up between their terminals will be paid continuous time, no deductions will be made for time tied up.

"Does this Article apply to helper, pusher and work train service?

"Answer to Example 27, Question 1:

"The proposed automatic release rule does not apply to regular helper or pusher service, nor does it apply to work train service or otherwise, except where in either service schedules in effect October 10, 1913, contain such provision."

Mr. Shea: What page do I find that on?

Mr. Burgess: That is another exhibit.

Mr. Keefe: That is just an exhibit containing the correspondence between the Conference Committee of Managers and the committee of the Engineers and Firemen.

Mr. Sheean: It represents the same thing that Mr. Stone read into the record here.

Mr. Shea: I thought he was reading it out of this exhibit.

Mr. Sheean: No. It is what Mr. Stone read in the record as a modified automatic release rule.

Is there anything further that you wish to say about this automatic release rule, Mr. Keefe, before we pass to the next page of the exhibit?

Mr. Keefe: No, sir.

Mr. Sheean: Page 20 of Exhibit No. 3, covers paragraph 2

of Article 7, and I wish you would explain in just what manner that information was assembled.

Mr. Keefe: It shows the present and proposed expense for engineers and firemen, on passenger, through or irregular freight service, local or way freight service, because of the provision contained in Article 7, paragraph 2 of the men's proposal.

Mr. Sheean: In the application of this portion of the request to the time slips of October, 1913, this has been treated as a substitute for the present agreement with reference to—wherever there are any agreements, with reference to being tied up between terminals.

Mr. Keefe: Yes.

Mr. Sheean: Including the agreement as to operations under the Hours of Service Law?

Mr. Keefe: Yes.

Mr. Sheean: So that in the columns where you show present wages paid, you have extended the amounts which were paid, because of men being tied up between their terminals?

Mr. Keefe: Yes.

Mr. Sheean: Now, in the month of October, 1913, what was the total amount paid on these roads to engineers and firemen, under the agreements, providing for payments when tied up between their terminals?

Mr. Keefe: In passenger service, shown on the bottom of Column No. 5, \$129.45.

Mr. Sheean: As proposed?

Mr. Keefe: As proposed, \$687.78.

Mr. Sheean: In through or irregular freight, the actual payments and the wages, as proposed?

Mr. Keefe: As shown at the bottom of column 12, \$1,499.85; proposed expense, bottom of column 13, \$22,041.54.

Mr. Sheean: And in local or way freight service?

Mr. Keefe: Present payments shown bottom of column 19, \$550.31; proposed, bottom of column 20, \$8,160.90.

Mr. Sheean: And in the last column, or column 22, is shown the total increase on all the lines for this month, which would have been brought about by the substitution of this article, in lieu of the agreement with the four organizations under which the roads operated in that month.

Mr. Keefe: Yes, or \$28,710.61 increase.

Mr. Sheean: The present payments as shown on this page, are the payments made to engineers and firemen under the agreement of 1908, with the four organizations, touching the matter of tie-up between terminals, under the Hours of Service Law, and also any tie-ups between those terminals which were not because of compliance with the law.

Mr. Keefe: And which, under their present agreements, required payments for as shown under the head of "Present expense."

Mr. Sheean: That agreement with the four organizations in 1908 provided for what might be considered as tie-ups under the law, and what as other tie-ups?

Mr. Keefe: It provided as to the basis of payment for crews that were tied up under the law, as to how they would be compensated for the time going in from the tie-up point.

Mr. Sheean: And substantially, without going back to the exact wording of it that any tie-up in less than fourteen hours should not be considered as a tie-up, under the law?

Mr. Keefe: Yes, as I recall it.

Mr. Sheean: Being the agreement which is set out in full in Exhibit No. 1.

Mr. Keefe: Yes.

Mr. Sheean: Was there anything further on this part of the proposal that you wished to call attention to?

Mr. Keefe: No.

Mr. Shea: Mr. Keefe, what are the nature of the tie-ups in passenger service? I notice you have a great many here. Are we to understand that these are tie-ups under the law, in passenger service?

Mr. Keefe: Those are tie-ups for any service which, under their schedules, they are required to make payment to the men under the existing agreements. I would not confine them to tie-ups under the law, or define them as that entirely, Mr. Shea.

Mr. Shea: Well, how would passenger trains be tied up? What would be the nature of a tie-up in passenger service, ordinarily?

Mr. Keefe: Ordinarily, only in cases of accidents or obstructions, something of that kind, that prevented them from continuing their trip, would all, I would say, come under tie-ups for passenger service.

Mr. Shea: Such large amounts there, and being such a rare thing, tying up passenger trains, that it struck me rather forcibly as to what the nature of these were.

Mr. Keefe: Only a total of \$129.45, under the past practices, for the entire Western territory for one month.

Mr. Sheean: \$73.92 paid engineers and \$55.53 paid to firemen in passenger service?

Mr. Keefe: Yes

Mr. Shea: What would you say the nature of the tie-ups in freight service were principally, under the law? Sixteen hours were consumed?

Mr. Keefe: Under the head of the present expenses paid?

Mr. Shea: Yes.

Mr. Keefe: No, I would say most of that was tie-up for other than the Hours of Service Law, because I don't recall now that any railroads had a rule which required them to pay for the crews, while they were tied up under the law.

Mr. Shea: Is it the custom of tying crews up on the road, unless they are tied up under the law?

Mr. Keefe: Why, there are some trains that are tied up on the road, yes, between terminals.

Mr. Shea: What was the cause of that?

Mr. Keefe: Well, with us, crews are—under our schedule we are not permitted to tie up crews, under the law, between terminals, except certain specified runs—inspection trains and trains of that character with us.

Mr. Shea: Have you included in here any case where crews were tied up for traffic purposes?

Mr. Keefe: Where they received compensation for such tie-ups, yes.

Mr. Shea: That is included in there?

Mr. Keefe: Under the head of "Present expense," yes.

Mr. Shea: Are they made to tie up by the request of the company, for traffic purposes?

Mr. Keefe: Yes, tied up for any purposes, between terminals.

Mr. Sheean: And wherever they receive pay for it?

Mr. Keefe: Yes.

Mr. Sheean: The amount of pay being shown under the head of "Present wages paid?"

Mr. Keefe: Yes.

Mr. Sheean: Was that all on that page?

Mr. Shea: That is all.

Mr. Sheean: Sheet No. 21 then, Mr. Keefe, shows the application to Article 8 of the proposal, for the operations for the month of October, 1913. Will you briefly give us just what the change would be in this respect, if this proposal had been in effect?

Mr. Keefe: Under the present schedules and working conditions in passenger service, the payments were \$87.60. On the basis of their proposal, it would have amounted to \$30,-450.76.

Mr. Sheean: That is in the operation in present service, in the month of October, 1913, on this territory, as a whole, there would have been cases where passenger crews were held away from the home terminal, or held at other than the home terminal more than fifteen hours?

Mr. Keefe: Yes.

Mr. Sheean: And on the operation as it was in that month, the increase in passenger service would have been this \$30,-363.16?

Mr. Keefe: Yes.

Mr. Sheean: In through or irregular freight service during that month, what would the change have been?

Mr. Keefe: From the present allowance of \$1,330.50, shown on the bottom of column 12, to \$110,936.78, shown at the bottom of column 13.

Mr. Sheean: And in regular or way freight service?

Mr. Keefe: From a present expense of \$55.04, as shown on the bottom of column 19, to \$8,788.19, as shown on the bottom of column 20.

Mr. Sheean: In the pusher, helper, and so forth, service, what change would have been brought about?

Mr. Keefe: From a present expense of \$19.30, as shown on the bottom of column 26, to \$530.31, as shown on the bottom of column 27.

Mr. Sheean: Or, on all classes of service on all roads, what would have been the change or additional expense?

Mr. Keefe: The additional expense for all services for all roads, as shown on the bottom of column 29, \$149,213.60.

Mr. Sheean: Under the heading present wages paid, on this sheet of Exhibit Number 3, just what items are included there, Mr. Keefe?

Mr. Keefe: Wherever any of their schedules or agreements now provide for payments for any class held away from home terminals, whatever expense was incurred by reason of those provisions in October, is shown under the head of present expense. A good many of those items, as shown at present, as I understand it, relate to or cover crews that are held at terminals waiting for engines to come out of the shop or going into the shop, known as messenger or delivery service.

Mr. Sheean: And under any schedule which has any provision, whether it be 20 hours or 30 hours, or what it may be, as to being held at other than home terminal, there is extended in the first column what the expense under that particular schedule was in the month of October?

Mr. Keefe: Yes.

Mr. Sheean: In the other, "Wages as proposed," is brought about by an application of the 15-hour limitation to the time slips of that month?

Mr. Keefe: Yes.

Mr. Sheean: Is there anything on this sheet of the exhibit to which you wish to direct attention?

Mr. Keefe: No.

Mr. Sheean: Sheet number 22 covers the matter of dead-heading. This sheet has been compiled in the same way, Mr. Keefe, showing in present wages paid the amounts which accrue under the different schedules, which almost universally have provisions as to deadheading?

Mr. Keefe: Of some character, yes.

Mr. Sheean: Of some character?

Mr. Keefe: Yes.

Mr. Sheean: And in the columns there headed "Present wages paid," as to each road is shown what was paid under the deadhead rule of that particular road?

Mr. Keefe: Yes.

Mr. Sheean: In the next column, "Wages as proposed," this Article 9 is applied to the time slips for that month?

Mr. Keefe: Yes.

Mr. Sheean: In passenger service, what would the change

have been between the actual payments in October, 1913, and the payments which would have been necessitated, had this rule been in effect?

Mr. Keefe: An increase of \$8,875.73, as shown on the bottom of column 7.

Mr. Sheean: And in through or irregular freight service, what change would there have been?

Mr. Keefe: An increase of \$14,750.07, as shown on the bottom of column 14.

Mr. Sheean: And in local or way freight service?

Mr. Keefe: As shown on the bottom of column 21, \$2,057.13.

Mr. Sheean: Or, for all roads, for all classes of service during that month, of what?

Mr. Keefe: An increase as shown at the bottom of column 22, of \$25,682.93.

Mr. Sheean: Was there anything further to which you wished to direct attention as to this particular part of the exhibit?

Mr. Keefe: No.

Mr. Shea: I notice on the Fort Worth & Denver City and on the Oregon-Washington Railroad & Navigation Company, for the engineers you show the same rate, the present wages paid and wages proposed are shown to be the same; would that indicate that these roads have the same rule in effect as the employees are contending for?

Mr. Keefe: The same rule or a better rule. If they would have a better rule, they would retain, under the saving clause, the payments they are now getting.

Mr. Shea: I just noticed those two roads had the same amounts.

Mr. Keefe: Yes.

Mr. Sheean: In that connection, where the same amount is shown in the wages as proposed, that may mean that the amount already paid is higher than a literal application of the proposal would be, in which event, you take the wages as proposed under the saving clause here to be the retention of this particular rate, which proposes the retention of the present condition?

Mr. Keefe: Yes, sir.

Mr. Park: Might it not also indicate that there were not very many crews deadheaded on that road during that month?

Mr. Keefe: Well, the amount would indicate the extent to which the deadheading applies on the various railroads.

Mr. Park: There might have happened to be very little during October of that year on that particular road.

Mr. Sheean: Where the two columns of wages paid and wages proposed are the same, that may mean that the wages proposed, as carried out in the wages proposed column, are proposed because of the intention to retain the present situation?

Mr. Keefe: Yes.

Mr. Sheean: That is, on this particular sheet of the exhibit, where deadheading is now entirely separate and distinct from any other provision in the schedule, you do not give any credit on the theory that you are going to save any money by the granting of this request?

Mr. Keefe: No, sir.

Mr. Sheean: There is no other place into which that would overlap, that there might be a duplication, in case you did eliminate it?

Mr. Keefe: There would be none.

Mr. Sheean: On sheet 23 you assemble what information with reference to the requests concerning hostlers?

Mr. Keefe: We assemble all of that part of Article 10 that relates to the hostler question, showing in column number 1 the additional expense by reason of the definition as to where hostlers are to be maintained, as provided in paragraph 1 of Article 10. In columns 2, 3 and 4 are shown present wages paid for hostling expense, and the proposed expense under the provisions of paragraph 2 of Article 10.

Mr. Sheean: I note you have there the St. Louis & San Francisco have excepted their hostlers from the questions to be arbitrated as to them and while you show the figures as to them, the note calls attention to the fact that those figures are not included in the total.

Mr. Keefe: Yes.

Mr. Sheean: Because, as to the hostlers, the St. Louis & San Francisco have not submitted that question to arbitration, so that those figures there shown opposite the Frisco are put in

different type, and the note shows that in the totals shown on the page you have not included the expense of the Frisco.

Mr. Keefe: That is correct. It shows there the Frisco's present expense and what the rule would have cost them if it had been under arbitration.

Mr. Sheean: In column 7 you show as to each railroad the total increase caused by these requests which are set forth at the top of the page?

Mr. Keefe: Yes.

Mr. Sheean: And through these various articles as to hostlers, what would have been the total additional expense to these railroads, had these hostling rules been in effect during that month?

Mr. Keefe: \$234,868.86.

Mr. Sheean: That covers or includes on the one sheet the various provisions of Article 10 which are printed in full at the top of the sheet?

Mr. Keefe: Yes.

Mr. Sheean: Was there anything further about sheet 23?

Mr. Keefe: No, sir.

Mr. Sheean: Sheet 24 makes comparison with present expense, and expense that would be required if there were in effect Article 13, which requires two firemen on coal burning locomotives weighing 185,000 pounds or more on the drivers. I note Mr. Keefe, that in column 3, you show two railroads as now paying under present expense, or under the heading "Present Wages Paid." Will you explain just what is the situation on those two roads, which causes to be placed in the column of present wages paid, the showing that on the Santa Fe \$246.51 and on the Great Northern \$1,328.66 was paid in that month, because of two firemen?

Mr. Keefe: The expense for the Atchison, Topeka & Santa Fe lines of \$246.51, is made up by the additional expense, or the wages of the helper firemen that are placed on the Mallet locomotives running between Ricardo and Vaughn, a distance of fifty-seven miles.

Mr. Sheean: Are they placed on all the Mallets there, or only on particular trains?

Mr. Keefe: It is my understanding that they are placed on the Mallets operating in that territory, between those points.

Mr. Sheean: Now, Mr. Keefe, I have what purports to be a copy of a letter from Mr. Fox, attached here, in which the statement is made that the helper firemen are only used in cases where trains are handling 1,000 tons or more.

Mr. Keefe: That is correct; I overlooked that part of the letter.

Mr. Sheean: What rate is paid for these helper firemen for such service?

Mr. Keefe: In October, 1913, they were paid 25 cents per hour.

Mr. Sheean: And the item of \$246.51 represents the amount paid during that month to the helper firemen on the Mallet engines, between these two points?

Mr. Keefe: Yes.

Mr. Sheean: What is the situation as to the Great Northern, under which it paid this sum of \$1,328.66 for second firemen?

Mr. Keefe: Under Rule 55 in the Firemen's Schedule on that road there is a provision for two firemen to cover one particular district, Mesabi, Montana, Butte, or Kalispell Divisions, on Mallet engines. Both men are not on the engine at the same time, however. Each man covers about half the distance covered by the engineer, or from fifty to sixty-five miles, for which a minimum day is allowed.

Mr. Sheean: So that on the Great Northern, on the points that are mentioned there, on Mallet engines they have what is called a split trick as to firemen?

Mr. Keefe: They have two firemen on the same engine over one division; not on the engine at one time, but relieving each other.

Mr. Sheean: And in order to make the comparison here, it was thought that the Great Northern should show that under that arrangement of having, not two firemen on the engine at one time, but a fireman on half the district, and another fireman on the other half, to be fair in the comparison as to the proposal of having two firemen on the engine, that due credit should be given to the fact that they had paid \$1,328.66?

Mr. Keefe: Yes, sir.

Mr. Sheean: The assumption being that under this pro-

posal the two firemen on the engine would run the entire distance with the engineer?

Mr. Keefe: Yes.

Mr. Sheean: So that there are shown these two amounts as being paid under the present practice.

What would have been required in through or irregular freight service, in the month of October, 1913, if on all coal burning locomotives weighing 185,000 pounds or more on drivers, two firemen were employed?

Mr. Keefe: An increase as shown at the bottom of column 7 of \$393,179.04.

Mr. Sheean: That I assume, Mr. Keefe, extends in the amount of wages which are in the proposal, the rate of wages, not merely taking the number of firemen, but in what way have you arrived at the wages as proposed?

Mr. Keefe: The instructions were that they should be computed at the rates paid firemen as provided for in Article 2 of their proposal.

Mr. Sheean: In local or way freight service, what would be the additional amount required.

Mr. Keefe: As shown at the bottom of Column 14, \$29,142.58.

Mr. Sheean: And you have already given the gross total?

Mr. Keefe: No, the gross total is shown at the bottom of Column 15, \$422,321.62.

Mr. Sheean: Was there anything further as to this sheet 24, to which you wished to direct attention?

Mr. Keefe: Yes, the wording of Article 13, says, "On coal-burning locomotives weighing 185,000 lbs., or more on drivers, when used in freight service, two firemen will be employed."

The helper, work-train provisions which specify that they shall take a through freight rate, were not taken into consideration in ascertaining the expense that would be incurred by the railroads in providing two firemen on engines weighing 185,000 pounds or over, in that service. In other words, as to engines in helper and work-train service, weighing more than 185,000 lbs. in October, 1913, no estimate or figures were made in those calculations of applying two firemen to those locomotives.

Mr. Sheean: It is as shown by the sheet itself, limited to its application to local and through freight service?

Mr. Keefe: This is only used in freight service. Now, the fourth paragraph of Article 2 asks that the through freight rate be applied to engines in pusher, helper, work train and other unclassified services. These estimates do not apply such an interpretation in ascertaining the expense of additional firemen under the provisions of Article 13.

Mr. Sheean: That was all you wished to state as to that page, was it, Mr. Keefe.

Mr. Keefe: Yes.

Mr. Sheean: You have assembled on page 25, the items which you have included in the summaries under the head of "Miscellaneous," being, as I understand you, the proposals as to which the companies would be put to additional expense in some instances, but in which the expense thus incurred would not go directly to the engineers and firemen.

Mr. Keefe: That is correct.

Mr. Sheean: Under the heading of surprise tests, there is no carrying out of money cost to the company.

Mr. Keefe: None whatever.

Mr. Sheean: Under article 12, assistance for firemen, which provides that, "On all locomotives in freight service, where but one fireman is employed, and on all locomotives in passenger service, coal will be kept where it can be reached by the fireman from the deck of the locomotive. Coal of the proper size for firing purposes will be placed on all tenders," you have caused to be assembled the reports of the different companies as to the expense that they would severally be put to in compliance with that Article 12?

Mr. Keefe: Yes.

Mr. Sheean: I think possibly, Mr. Keefe, there may be some confusion in the record due to some questions I asked here, with reference to the distinction between Article 12, which provides for having the coal where it can at all times be reached, and Article 13, which requires two firemen on certain large sized engines. Article 13 has been carried out as shown on page 24, as an item of additional compensation to firemen?

Mr. Keefe: Yes.

Mr. Sheean: Because that specifically provides for the employment of two firemen?

Mr. Keefe: Yes.

Mr. Sheean: Article 12, as to all passenger engines, and on all locomotives where but one fireman is employed, "Coal will be kept where it can be reached by the Fireman from the deck of the locomotive," does not specifically state whether that shall be accomplished by having a laborer on the engine, or by automatic device or otherwise?

Mr. Keefe: It does not.

Mr. Sheean: The various companies, as I think you explained on Friday, have made their estimates on what the cheapest way would be to comply with that request?

Mr. Keefe: Yes, sir.

Mr. Sheean: Some of them have figured on the installation of automatic stokers.

Mr. Keefe: Automatic coal pushers.

Mr. Sheean: Automatic coal pushers, I should say.

Mr. Keefe: Really, it is power coal pushers instead of automatic.

Mr. Sheean: Power coal pushers?

Mr. Keefe: Yes, sir.

Mr. Sheean: They have not included here the total cost of making any such?

Mr. Keefe: No, only the interest on additional investment and depreciation and maintenance.

Mr. Sheean: And others, as I think as you gave the total of, on the Rock Island, figured at certain points, by providing coal passers.

Mr. Keefe: Manual labor.

Mr. Sheean: The expense would be less than it would be to put on mechanical coal pushers?

Mr. Keefe: Yes.

Mr. Sheean: I think you said, Mr. Keefe, that you were not sufficiently familiar with coal burning locomotives to tell us anything about whether it is one step, or a step and a half, that a fireman might have to take to reach the extreme end of a tank, in coal shoveling.

Mr. Keefe: I prefer not to.

Mr. Sheean: Prefer not to go into that at all?

Mr. Keefe: No.

Mr. Sheean: And under the item of Article 14, cleaning locomotives, you have shown the railroad, or railroads, where, at certain points that work is done now by firemen, and the amount that would be required to be paid if other people did that.

Mr. Keefe: Yes, sir.

Mr. Sheean: And so as to setting up wedges, and filling grease cups and cleaning headlights, only on the roads where they now do certain parts of this work are the amounts extended which the company would have to expend by a change in its operating conditions?

Mr. Keefe: Yes.

Mr. Sheean: The remainder of the articles here covered by the proposal are covered on this sheet number 25?

Mr. Keefe: Yes.

Mr. Sheean: Was there anything as to any one or more, or all of these propositions assembled on this page, to which you wished to direct attention?

Mr. Keefe: No, sir.

Mr. Sheean: Now, is there anything more you wish to say about Exhibit Number 3?

Mr. Keefe: No, sir.

Mr. Sheean: Was there anything any of the Board wished to ask about this Exhibit Number 3?

The Chairman: I have no questions.

Mr. Sheean: You may cross-examine, Mr. Stone.

CROSS-EXAMINATION.

Mr. Stone: Mr. Keefe, I understand that you do not submit any basic tables or supporting data for this exhibit that you make here, of Exhibit Number 3?

Mr. Keefe: Why, other than the copy of the form which was sent out to the railroads and the instructions contained therein, as to the basis on which they were to compile their data.

Mr. Stone: Then you have no data for this? You have relied simply upon the certification or the information given by the accounting officers of these various lines?

Mr. Keefe: Either by the accounting officer or the man-

aging officer, whatever officer had charge of it, and, of course, we have the original reports from the railroads.

Mr. Stone: I think you said yesterday—not yesterday, but Friday, that a uniform blank was sent out to all railroads for this information?

Mr. Keefe: Yes.

Mr. Stone: Under what date was that blank sent out?

Mr. Keefe: Dated August 20th, 1914.

Mr. Stone: August 20th?

Mr. Keefe: Yes, sir.

Mr. Stone: Where did you make your estimates up, before that? What did you make them from?

Mr. Keefe: Prior to this last estimate?

Mr. Stone: Yes.

Mr. Keefe: Made up from information received from the railroads.

Mr. Stone: In what way did the first information differ from the last?

Mr. Keefe: In the first, we just simply asked the railroads for an estimate of the expenses, as per the original proposition, without any instructions as to the interpretation to be placed upon it, but left each road to make its own interpretations as to what was meant by the proposals of the men.

Mr. Stone: Is that the way you explain the difference between the letter from the Conference Committee of Managers, under date of May 2nd, 1914, and your present exhibit?

Mr. Keefe: The letter of the Conference Committee of May 2nd, 1914, gives the data only for 85 per cent of the railroads.

Mr. Stone: 86.

Mr. Keefe: 86, is it? 86 per cent.

Mr. Stone: Then are we to understand that of the other 14 per cent that you did not have represented the other 13 millions that has increased since that time?

Mr. Keefe: And to the interpretations that have been placed upon the proposals, by the Committee of Engineers and Firemen, given to us under various dates and various conferences, and also the fact that the saving clause has been added to the last proposition, which was not in the first proposition.

Mr. Stone: Then your statement sent out broadcast to the public, of which 100,000 copies were printed, was not correct?

Mr. Keefe: Under-estimated expense.

Mr. Stone: It is still growing?

Mr. Keefe: It has not grown from the last estimate we made.

Mr. Stone: You still say it would increase a number of millions yet if you added some more to it—these other things you spoke of?

Mr. Keefe: Yes, sir; if the interpretations that have been placed by the witnesses, had been placed upon it when they made their estimates, there would be some more money added to these figures.

Mr. Stone: Did you verify any of these statements received, to see that they were prepared in accordance with your instructions?

Mr. Keefe: I do not understand what you mean by the word "verify."

Mr. Stone: You sent out a blank form containing uniform instructions. Have you verified any of the statements contained therein that you have received?

Mr. Keefe: Where anything did not look reasonable that was out of line according to what general information I might have on it, they were asked if there was any error made in their figures.

Mr. Stone: Then you believe that your instructions were carried out properly and that the exhibit submitted shows accurately what the financial significance of our requests would be? That is, \$40,886,000 annually?

Mr. Keefe: I think it is a reasonable approximation of what your proposals would cost.

Mr. Stone: Do you believe these estimates in exhibit number 3 are as accurate as your annual reports to the Interstate Commerce Commission?

Mr. Keefe: I have no means of testing the accuracy of the reports to the Interstate Commerce Commission. I do not quite understand your question on that point.

Mr. Stone: What I mean is, are the figures as reliable, in your opinion are they as accurate, can they be relied upon as

plainly as the annual reports these different railroads make to the Interstate Commerce Commission?

Mr. Keefe: I think that they can be relied upon as being a reliable estimate and approximation of what it would cost these different companies—your proposal would cost.

Mr. Stone: All of this estimate here shows actual operations for one month, does it not?

Mr. Keefe: Yes, sir.

Mr. Stone: And it should agree with your annual reports to the Commission, as to revenues and expenses, and the annual reports in the aggregate of the monthly reports, should it not?

Mr. Keefe: I do not understand what you mean by "it should agree with those reports." It has no relation whatever to the revenues of a railroad.

Mr. Stone: It ought to have something to do with the expenses of the railroads, though, ought it not?

Mr. Keefe: The proposal?

Mr. Stone: The estimate that you show here in Exhibit 3.

Mr. Keefe: It will have a most decided effect upon the expenses of a railroad.

Mr. Stone: Then it should agree with the monthly report to the Commission for that month, should it not?

Mr. Keefe: As to the present expense?

Mr. Stone: Yes.

Mr. Keefe: Yes, for what reports they make to the Commission as to the expense of operation.

Mr. Stone: Well, this report of yours is based on cost of operation, is it not?

Mr. Keefe: It is based on the actual operating conditions in October, 1913, applying the proposal of the men to the actual time slips of each individual engineer and fireman in that month.

Mr. Stone: Well, it is the actual cost of operation, so far as engineers and firemen are concerned, then, for that month, is it not?

Mr. Keefe: Yes.

Mr. Stone: It would vary, of course, with traffic conditions, would it not? The estimate from month to month would vary with traffic conditions, would it not?

Mr. Keefe: Yes, but I want you to understand, Mr. Stone,

that it is not an estimate for October, 1913. That is not an estimate. Those are the actual figures.

Mr. Stone: I understand. Then, if October had been twice as much operation, there would have been twice as much total cost, would there?

Mr. Keefe: If there was any such difference, yes.

Mr. Stone: Well, when traffic is heavy, the financial effect of our requests, according to your calculations, would be seemingly very great, while when traffic, and consequently operating costs were comparatively light, the amount of increased wages which are requested or called for, would be correspondingly smaller, would they not, as business fell off and traffic fell off?

Mr. Keefe: There are certain articles that would not be affected by your traffic situations.

Mr. Stone: The cost of engineers and firemen?

Mr. Keefe: Yes.

Mr. Stone: What, for example?

Mr. Keefe: The laying away from home terminals.

Mr. Stone: Would not be affected?

Mr. Keefe: What I mean, it would show probably that your laying away from home terminals, in the month where you had greater business, might not be as much as it might be in a lighter month.

Mr. Stone: But outside of that, the cost for any one class of service would be correspondingly lighter with lighter business, would it not?

Mr. Keefe: It would be some lighter, yes.

Mr. Stone: If traffic in another month than October was only half as great, then the increase from our requests would be only one-half as great, would it not?

Mr. Keefe: If such a condition applied, possibly so, yes. I cannot conceive of any month being half of what October is.

Mr. Stone: Then, the fact remains that you have computed the effects of our requests on a sliding scale basis, the amount varying according to the amount of traffic, revenue and expenses of the railroad.

Mr. Keefe: That, I think we took care of, when we took the percentage of increase that your proposal would mean to the railroads, over the actual present expense, and applied that percentage to the actual payroll of the lighter month; so that

there would be the relative amount of decrease in the proposal as there was in the actual cost.

Mr. Stone: This all being true, why did you base the effect of our proposed wage requests upon October, 1913?

Mr. Keefe: I have not subscribed to everything being true as to your questions, Mr. Stone.

Mr. Stone: Then we will leave out that part of the question. Why do you base the effect of our proposed wage requests upon the month of October, 1913?

Mr. Keefe: Because that was the month in which the proposal was received by the railroads. At the time that we undertook to compile those figures we had no idea whatever as to the length of time we were going to be in negotiations. It was desirable to have some reliable figure as to what would be the cost of your proposals, and it was thought advisable at that time to take the month in which the proposals were received, and the last month's operation that was before the company at the time.

Mr. Stone: But you have just said that you did not send this blank out until August, 1914.

Mr. Keefe: We sent the original requests out in December, for the original estimate, and we had applied the original proposition to the October figures; and, realizing in August that we could not hope to obtain the data by the time that we were then expecting to use it, namely, October 1st, if we got another month, or selected another month, or two or three months' actual operation, it would be physically impossible to obtain any reliable data; so we were compelled to take the month in which the original calculations were made, making such changes in the interpretations and understandings of the proposals as the Committee learned from their conference that the men desired to have placed upon their requests.

Mr. Stone: But you did know, did you not, that the traffic in October, 1913, was greater than in any other month in 1913?

Mr. Keefe: I would not say that that was not true, Mr. Stone, because I really do not know what actuated the minds of the Committee which took October, that is, as to whether that was a heavy month, because the entire year had not passed when they made the selection.

Mr. Stone: You also knew in August of this year, when you

selected October, 1913, that October, 1913, was greater than any month since October, 1913, did you not?

Mr. Keefe: I made no inquiry whatever into that feature of it.

Mr. Shea: Well, was it heavier or not, Mr. Keefe?

Mr. Keefe: I have not made any inquiries to determine whether or not it has been, since the commencement of this year. I know October, 1913, was heavier than any month in that fiscal year, but whether any month since then has been heavier or not, I do not know.

Mr. Stone: It is also a fact, I might state, for the information of the Board; and if there is any question about it, we can corroborate it, that October, 1913 was heavier than any other month since that time, up to the present.

Mr. Keefe: I do not know as to that, Mr. Stone.

Mr. Stone: Well, this fact remains, does it not, that if traffic was greater in October, 1913, than for many years preceding, or in any month of 1913, or since 1913, by selecting the month of October, 1913, upon which to base your calculations, you have, in effect, shown what would be the maximum effect of our wage requests?

Mr. Keefe: I do not so consider it.

Mr. Stone: Can you take any other month at all since, and show the same amount?

Mr. Keefe: In my opinion, if we took any other month than October, and ascertained the percentage of increase, there would not be an appreciable difference between that and the 51 per cent we obtained in October.

Mr. Stone: Well, suppose we see, for a minute. In November, 1913, the operating expense was \$70,816,121; operating revenues \$109,287,371; the net revenue \$38,471,250; that is 94.4 per cent of the net revenue for the month of October, quite a reduction.

Take December, it shows 89.9 per cent as compared with October. Take January, 1914, it shows 87.1 per cent as compared with October; take February, it shows 82.2 per cent as compared with October. Take March, it shows 87.6 per cent as compared with October. April, 88.7 per cent. May, 90.3 per cent. June, 89.6 per cent. July, 93.6 per cent. August, 94.3

per cent. The average for the year 1913 was 91.2 per cent as compared with October.

Mr. Byram: Are those operating expenses you are reading, or net revenue?

Mr. Stone: Net revenue. I have the operating expenses here and also the operating revenue, if you want it read.

Mr. Byram: No, I just wanted to know what you are reading, I wanted to follow your question.

Mr. Stone: What I am trying to bring out, Mr. Chairman and gentlemen of the Board, is that they take October, the highest month, either before or since, and draw their comparisons from it.

Mr. Byram: What relation has the net revenue to do with operating expenses, is what I mean, with the question of engineers and firemen?

Mr. Stone: I should judge it had quite a good deal to do, when you went to paying engineers and firemen wages for heavy or light traffic, and where traffic is more congested, you perhaps have more overtime and more terminal delays and all that. I should think it would be quite a strong factor.

Mr. Byram: I meant what relation had the percentage of net revenue in these other months, to the expense of the wages paid engineers and firemen in October?

Mr. Stone: The only reason I am reading these percentages is to show that October was the heaviest month of any of the months.

Mr. Sheean: Have you checked to ascertain whether the total payroll paid to engineers and firemen bore about the same percentage relationship to revenue and traffic that you have given there?

Mr. Stone: I have not gone into that. I suppose we will find that in another exhibit that Mr. Keefe will present. I did not make any comparison of that, because I supposed Mr. Keefe would have that a little later. In case he overlooks it, we will be glad to do it.

Mr. Burgess: Does not that indicate the gross amount of business? Am I right on that?

Mr. Stone: Yes, I will read the gross amount of business. October, 1913, \$122,535,775.

November, 1913, \$109,287,371.

December, 1913, \$97,887,444.

January, 1914, \$90,433,711.

February, 1914, \$81,412,145.

March, 1914, \$95,990,992.

April, 1914, \$90,502,606.

May, 1914, \$91,769,419.

June, 1914, \$98,968,059.

July, 1914, 105,149,981.

August, 1914, \$109,666,311.

Mr. Burgess: And you assume that with the same scale, the greater the business, the greater the outlay for engineers and firemen; is that right?

Mr. Stone: Necessarily so, and also it is a well known fact that expenses are greater when business is heavy, because there is more congestion perhaps, and slower movement of trains and perhaps more terminal delay on account of congestion of terminals.

Mr. Byram: What is the relation between operating expenses of subsequent months and the operating expenses in October?

Mr. Stone: I have not made the estimate, Mr. Byram.

Mr. Park: Mr. Stone, those figures you are reading, are those of the roads interested here?

Mr. Stone: Yes.

Mr. Park: They have been separated?

Mr. Stone: Yes, sir. In the month of February it got down to an operating revenue of \$80,000,000, only 82 per cent as compared with October, both operating expenses and operating revenue running much lower. It would not require nearly so much to pay our requests on the basis of your calculations as it would in October, would it, Mr. Keefe?

Mr. Keefe: It would not, nor have we taken that into consideration in our totals. We have allowed for the falling off in business in arriving at our estimate for the year.

Mr. Stone: You have made provisions for this sliding scale, sliding expense?

Mr. Keefe: Yes, sir; when we apply the percentage of increase arrived at for October to the total of the payroll for the year.

Mr. Stone: But the fact remains that you fixed the percent-

age of the heaviest month of the year, did you not, and then multiplied the total cost of the year by it, practically the percentage of the total payroll?

Mr. Keefe: Having ascertained the percentage of increase in October we applied that percentage against the total of the payroll for the entire year.

Mr. Stone: It amounted to the same thing, did it not, just as if you had multiplied it by 12; you took the percentage for the biggest month of the year?

Mr. Keefe: I am going to differ with you on that entirely.

Mr. Stone: All right. I also note from your figures that your estimate assumes that the same operating conditions, and the same operating methods would prevail if our requests were put into effect as did before, did it not?

Mr. Keefe: That is the only way we could make an ascertainment of what the proposals cost.

Mr. Stone: Also on your Exhibit No. 2, Sheet No. 1, for fear that someone might make out a report and show where he could make a saving and improve on it, you protect yourself against that by this clause:

“It should not be assumed that changes would have been made in the service in order to meet different supposed conditions.”

Mr. Keefe: That is correct; we wanted the absolute application of the proposal to the absolute operating conditions and performances in October.

Mr. Stone: But the one fact remains that all these figures you have compiled and all these assumptions that you arrived at, are all estimated on something that is past and gone, that took place a year ago last October?

Mr. Keefe: They are based upon the October, 1913, operations.

Mr. Stone: As an operating official, you would not assume to say for a moment, would you, Mr. Keefe, that if this award was granted us tomorrow that the same conditions would apply after this award went into effect?

Mr. Keefe: I don't quite understand your question, Mr. Stone.

Mr. Stone: If this award became effective—well, we will take a hypothetical case, such as they have talked about occa-

sionally; if we were granted all that we asked for by this Arbitration Board, and it became effective March 1st, do you mean to say that the railroads would continue the same plan of operation, and would not try to re-arrange their operations to meet the changed conditions?

Mr. Keefe: If your proposal had been in effect in its entirety on the 1st of March, or the 1st of October, 1913, I will put it back that way, it would have cost just what is estimated here as being the cost. As to whether or not there would be any change in operation, I could not say as to that, because it would be looking too far into the future for me to answer that.

Mr. Stone: Has not your previous experience with former wage settlements made you very optimistic on such matters that after all you can meet a good share of it that way?

Mr. Keefe: My experience has been that the previous allowances in the previous arbitrations we have had have been about what we estimated it was going to cost: that is, that we have had to pay about what we estimated it was going to cost. That was the result of the movement in 1910.

Mr. Stone: There has been a remarkable shrinkage in the figures, from some cause or other, then, between what the men received in these arbitrations, and what the officials told them it figured, before they were granted it. There is a terrible shrinkage somewhere.

Is it not a fact that many changes would be made that would lessen your estimate of the increased cost of locomotive engineers and firemen, if this request was granted?

Mr. Keefe: I cannot at this moment conceive of any of them, Mr. Stone.

Mr. Stone: Would not overtime payments, in many instances, be obviated, and no such extraordinary costs be incurred, as you have set forth in your estimates for overtime?

Mr. Keefe: I couldn't say as to that, Mr. Stone. If it is the same operating conditions, I cannot see how there would be anything else as to overtime payments. The question of the rate of overtime does not necessarily affect the payments.

Mr. Stone: Is it not also a fact that since October, 1913, a number of these Western roads have added a considerable number of heavy Mallet and Santa Fe Mikado engines to their service?

Mr. Keefe: I am not certain of that. I don't know anything about that feature of it, Mr. Stone.

Mr. Stone: You ought to know if you compiled the rates of these different roads. You ought to know something about the class of engines they have in service.

Mr. Keefe: Not since October, 1913. Your question was since October, 1913.

Mr. Stone: Yes, since October, 1913, they have put these engines in service.

Mr. Keefe: I am not familiar with any changes of that character.

Mr. Stone: But you are familiar with the fact that you do know, do you not, as a matter of general information, that a number of roads have purchased heavy power within the last year?

Mr. Keefe: It is most general, if I do, and I am not in a position to specify any particular thing, Mr. Stone. I have probably casually seen in the papers that some power has been purchased; whether it has been heavy or not, I am not certain.

Mr. Stone: I would infer from that then that you have not kept up with the general trend of the times; you have been simply working on these exhibits and have had no time to devote to general knowledge regarding railroads?

Mr. Keefe: I will confess that is a fact.

Mr. Stone: Well, we will take another hypothetical case. Suppose it was shown that quite a number of these roads had put in heavier power since October, 1913. The application of our requests to these locomotives would, of course, result in a higher rate of pay to the locomotive engineers and firemen, would it not?

Mr. Keefe: Depending entirely upon the provisions of the existing schedule, as to the payments for that additional power.

Mr. Stone: But it would, at the same time, also result in a great saving to the railroads, in view of the fact that these larger types of locomotives would haul a much greater train load; and the increase in pay to engineers and firemen would be very small as compared with the revenue they would produce, because they would haul many more ton miles per locomotive. More ton miles than the locomotives which they super-

seded. That would be the effect of heavier locomotives, would it not?

Mr. Keefe: Not necessarily so, in all cases.

Mr. Stone: Do you mean to make or leave the inference with the Board that heavier locomotives do not handle heavier tonnage?

Mr. Keefe: Put in that way alone, I would say they would handle, of course, heavier tonnage. That is a different question from your first one.

Mr. Stone: Well, ton miles is really what tells the story as to whether a railroad is earning, is it not?

Mr. Keefe: It does as to its earnings, but not as to what it pays the men.

Mr. Stone: Yes. We realized long ago that we were not on a ton mile basis. I suppose, of course, you would agree that these heavier locomotives require more work on the part of the engineer and fireman, and greater responsibility in handling, would you not?

Mr. Keefe: I cannot subscribe to that entirely.

Mr. Stone: Sheet No. 2, I think it is—not Sheet No. 2. The largest item of additional expense there you show growing out of our request, is attributed to overtime, preparatory time, initial and terminal delay. Sheet No. 3, I guess it must be.

Mr. Keefe: No, Sheet No. 2, Exhibit No. 3.

Mr. Stone: Sheet No. 2, Exhibit No. 3, that is it. If I totaled the figures correctly, overtime, preparatory time, initial and terminal delay, these various items you have estimated would cost the railroads \$1,949,824 per month. This would leave only \$1,906,147 per month, as representing the cost to the railroads of our request for higher rates of pay for the increased work and responsibility for operating the larger locomotives. I think that is correct, if I summarize it correctly. Is it not a fact that if we took any other month, except October, or if we took an average month in the year that this estimate would be much lower?

Mr. Keefe: Read the question, will you please?
(Question read as above recorded.)

Mr. Keefe: For what items, Mr. Stone?

Mr. Stone: These items on sheet 2.

Mr. Keefe: All items on sheet 2?

Mr. Stone: Yes.

Mr. Keefe: Read the question again, will you please?

(Question repeated as above recorded.)

Mr. Keefe: There would be some difference in the figures.

Mr. Stone: Suppose you took the average monthly expense for the year 1913, and compared it with the operating expense for October. If my figures are correct, and I think they are—I have gone over them carefully—I find the average per month operating expenses \$68,511,341, as compared with \$75,009,833, for October, or the average for the year is only 91.3 of the operating expense for October. Applying this to your estimate of the cost of our request, eliminating overtime and initial and terminal delay, which would, doubtless, be obviated by a change in operating conditions, the average monthly cost to the railroads, based on their 1913 returns to the Interstate Commerce Commission, would be \$1,740,312. Is it fair to assume that that is correct, on that basis?

Mr. Keefe: I would not care to assume anything of that kind, until I had analyzed the figures, Mr. Stone.

Mr. Stone: So, instead of paying forty million, eight hundred and eighty some thousand, you would figure about eighteen million—just a mere trifle, of course?

Mr. Sheean: How are you going to obviate that terminal initial delay, Mr. Stone, under operating conditions? I was just wondering.

Mr. Stone: I am not on the witness stand at the present time, but where expense has been—wherever they have to pay for it, they find a way to eliminate about 70 per cent of it at once.

Mr. Sheean: I was just wondering—the hypothetical question, assuming that we found some way to escape payment.

Mr. Stone: The way to escape it is not to call your crews and have them on duty, three of four hours before you want them.

Mr. Sheean: But your proposal is to pay them as an arbitrary, is it not?

Mr. Stone: Yes.

Mr. Sheean: Just how are you going to escape that, under operating conditions?

Mr. Stone: They have escaped it on a number of roads already.

Mr. Sheean: Escaped an arbitrary?

Mr. Stone: Yes, practically the same thing. They call the crew at the leaving time and they cut out the arbitrary. I think it is safe to say when the time comes that you will get all your trains ready, and the engineer steps on the train at the same time as the conductor, we will probably be able to get together and cut out all arbitrary allowances.

Mr. Sheen: That is a cutting out of the proposed initial terminal delay that you propose here, and eliminating that sort of a rule.

Mr. Stone: I think we will be able to get together on that. I am sure we will be able to get together much quicker than we will on the surprise test.

Mr. Nagel: I am glad to hear that.

Mr. Stone: I was only asking this question—of course, I believe my figures are correct. I do not believe it is even going to cost eighteen million, if every request we have made was granted complete. I still believe that according to the methods of calculation employed by Mr. Keefe, that it would be, as compared with the real money effect of our wage increase—of course, you understand that this book here is simply—well, it is a lot of assumption, put together, and, unfortunately, there is not a single figure back of it to check by or to prove its accuracy.

Mr. Keefe: Do you think that these requests for overtime and preparatory time were put in, in order to increase earnings of engineers and firemen?

Mr. Keefe: They were put in here for the purpose of seeing what it would cost the railroad companies to comply with your request.

Mr. Stone: I understand, but do you think the engineers and firemen put this in their request for the purpose of increasing their earnings?

Mr. Keefe: The men?

Mr. Stone: Yes.

Mr. Keefe: I think they anticipated, if their requests were granted, receiving a great deal more compensation than they are at the present time.

Mr. Stone: Is it not a fact that all these requests for overtime, and for pay for switching and terminal delays—all re-

quests of that kind, are simply put there to penalize the practice?

Mr. Keefe: In my opinion, your proposition is beyond the question of penalty. You are now attempting to capitalize or receive pecuniary rewards for alleged penalty rules, as they prevailed in the past. In other words, you now want to make earnings out of what formerly were—

Mr. Stone: They were in times past. You will admit in times past they were penalty rules?

Mr. Keefe: Yes, I am willing to admit that, but they have cost money, just the same.

Mr. Stone: And because we want to make it cost a little more, so they will discontinue it, you think we are trying to capitalize it. Is that the idea?

Mr. Keefe: It will not discontinue it.

Mr. Stone: Speaking now as an expert for the statistician, or operating official?

Mr. Sheean: I submit that is not fair. Mr. Stone asked this question and asked for his opinion.

Mr. Stone: I am trying to arrive at which. He says it will not cure it.

Mr. Sheean: You asked for his personal opinion, Mr. Stone, and having given it, I do not think it is fair.

Mr. Stone: All right, we want to play the game fair. If counsel takes exception to it, we will strike out the question for that matter. Returning again to the month of October, 1913, Mr. Keefe, the Bureau of Railway Economics issued a report bearing on that and compared it with other months, before and since. I thought I had it with me here, but I left it over in the room, I guess. They also show and the New York Analyst also shows that the month of October, 1913, was the high peak in all the months of 1913 or '14, up to date.

Mr. Byram: Mr. Keefe, if October was a large month, would that have any effect on your total figures for the year?

Mr. Keefe: It is my opinion it would not, Mr. Byram.

Mr. Byram: And so you have arrived at your totals for the year, not using one-twelfth, but the percentage which October bears to the total brings the result accurately, even though October might show a large volume of business?

Mr. Keefe: As close as could be approximated, Mr. Byram. I do not wish to mean that these annual figures are absolutely annual figures, but as near an approximation as could be ascertained.

Mr. Byram: You think they are nearer than if you took one-twelfth?

Mr. Keefe: Oh, they are very much nearer.

Mr. Stone: You concede that there should be some difference, or a sliding scale in your exhibit, on page 1, where you show the estimate annually \$5,000,000 less than it would be if you considered October an average month and multiplied?

Mr. Keefe: I do not know how much it is less.

Mr. Stone: How did you arrive at the \$5,000,000 less?

Mr. Keefe: I did not arrive at any \$5,000,000 less, Mr. Stone. As I stated before, I just applied the percentage of increase that we ascertained in October, and applied it to the total of the payroll for each class of labor. In other words, having ascertained in October, 1913, that the proposal meant an increase of 41 per cent, I applied that percentage to the total wages of engineers and firemen, for the entire year.

Mr. Park: The actual wages?

Mr. Keefe: The actual wages for the entire year.

Mr. Stone: That is, where you show the amount of the payroll for the year ending June 30, 1914, is that what you mean?

Mr. Keefe: Yes, payroll for the engineers, June 30, 1914, was \$44,714,694.12.

Mr. Stone: Just where did you get that amount from, Mr. Keefe? Where did you get that data?

Mr. Keefe: From individual railroads, as to the total of their payrolls.

Mr. Stone: They do not report that to the Interstate Commerce Commission in that form do they?

Mr. Keefe: Not in that particular form—I don't know whether they do or not. I do not believe they do, Mr. Stone. They do report their cost of engineers and firemen, and I have made no comparison as to returns received from railroads and that which was made to the Commission, but I am satisfied there will not be any appreciable difference.

Mr. Stone: In referring to records of the Interstate Com-

merce Commission, I am told the railroads do not report the total amount of compensation to motormen, motormen helpers and hostlers, and I find no such data reported in their reports. Where did you secure it, from the individual railroads?

Mr. Keefe: Yes, secured it from individual railroads. They do report what the railroads paid for this class of employes, in their annual reports. However, Mr. Stone, because the annual report takes in all employes, it probably does not separate them as to this particular class, but they are included in the annual reports, just the same.

Mr. Stone: And you have no way, of course, of checking these, or verifying them? You simply take the statement of the railroads?

Mr. Keefe: I had no cause whatever to doubt the accuracy of the figures, Mr. Stone.

Mr. Stone: Do you know whether the items as to the amount of payroll for engineers and firemen, ending June 30, 1914, agree with the aggregates of the reports to the Interstate Commerce Commission?

Mr. Keefe: I have made no check for that purpose, Mr. Stone.

Mr. Stone: During the time Mr. Lauck was on the witness stand, we had some discussion as to the effect of a larger volume of traffic; that a larger volume of traffic could be transported more economically than light traffic; of course, cars could be loaded nearer to their capacity; power of engines could be more fully exerted, and, consequently, heavier train loads could be hauled, for the same expense for locomotive engineers and firemen as would prevail in times of smaller volume of traffic, and lighter trains and carloads. As an operating official, do you agree to that statement, that during that time of normal volume of traffic, that you come nearer getting the average train load than you do when traffic is light?

Mr. Keefe: Yes, better performance in normal times of traffic than there is in light months.

Mr. Stone: Then in times of heavy traffic, the ratio of outlay for engineers and firemen, total operating expense, would tend to be lower than in times of light traffic conditions. Would that follow?

Mr. Keefe: Without giving your question deep thought, I would say yes, Mr. Stone.

Mr. Stone: You would, therefore, expect the ratio of outlay for engineers and firemen, for total operating expense in October, 1913, to be less than in other months, or at least equal to the year 1913, would you not?

Mr. Keefe: I would prefer not to answer that right now, Mr. Stone, if you please.

Mr. Stone: I do not know, Mr. Chairman, whether the railroads have filed with you a copy of the correspondence that passed between the Conference Committee of Managers and the two organizations or not. This is a printed copy that was furnished me by Mr. Trenholm, the Chairman of the Board, so I take it for granted it is correct. I have not checked it.

The Chairman: So far, I think, no copy has been filed.

Mr. Sheean: We shall be very glad to file the copies. We have extra copies; will be very glad to do that, Mr. Stone.

Mr. Stone: Under date of April 29th, the day before we had a conference, I believe, of the Conference Committee of Managers and they did submit some figures verbally. In order to be sure that they were right, before sending them out to our men, we addressed a letter to Mr. Trenholm on that date, as follows:

“Mr. A. W. Trenholm, Chairman of the Association of Western Railways.

“Dear Sir: Enclosed you will find two copies of the figures you handed us the other day, and before we send them out to our men, we would ask that you kindly check them over, and, if necessary, correct them. We cannot believe that some of these figures are right and the total is not correct. If the amount for each class of service is right, then the addition is wrong. Will you, therefore, please correct one copy and return it to us.”

Signed by Mr. Carter and myself. The total of that, as shown, was \$23,473,000. That is what was claimed to be the amount of our request.

Mr. Stone: Under date of May 2nd, Mr. Trenholm, replied, and it is not my purpose to burden the record by reading these all in, but he does use the following language:

“Gentlemen: The statement enclosed with your letter of

the 29th ulto. contains inaccuracies both as to the details and the total amount. Since the compilation of the data given you verbally, we have received the data from other lines, so that we are now able to approximately state what your position means to 86 per cent of the total payroll of the lines interested in this movement, as indicated by the enclosed statement."

The summary of that is \$27,181,000. Also the footnote: "Because of the statement contained in your reply of April 27th, that Article 7, Automatic Release and Tie-up did not apply to suburban service, a material reduction from figures given verbally is made."

Under date of June 1st this letter was given to the Associated Press and 100,000 copies circulated broadcast over the country by the Conference Committee of Managers, giving their side of the dispute. This was after negotiations had been broken off, and was a statement of their side of the dispute to the public. It also contains the following statement in the fourth paragraph:

"The original requests of the engineers and firemen were presented on October 10, 1913. These original requests, if granted would increase their wages approximately \$27,000,000 per year, or 40 per cent, according to a careful estimate made by the Conference Committee of Managers on the basis of the payrolls as of October, 1913."

Now, Mr. Keefe has introduced as this exhibit, based on the same payrolls of the same month, and we now have arrived at \$40,800,000 and some odd dollars, and still he says the estimate is conservative; probably would go away beyond that if all was taken into consideration. I am at a loss to understand how it is that these figures are increasing at such a rapid ratio, and where the end is going to be if they keep on increasing.

In Exhibit 2, Mr. Keefe, I think you spoke of carrying the hostlers on the payroll. I am not familiar enough with your exhibit to keep track of it all, but I think it is on sheet No. 3 of Exhibit 3. Is that right.

Mr. Keefe: No, hostlers, Mr. Stone, are shown on sheet No. 23.

Mr. Stone: 23, that is it. Well, I left out the two. Sheet 23?

Mr. Keefe: Yes.

Mr. Stone: I think you also made the statement that every

man who touched the main line, in reply to a question from Mr. Burgess, every man who touched the main line would be shown as a main line hostler, is that correct?

Mr. Keefe: In reply to Mr. Shea's query I told him that these figures were based upon the interpretation of this article as given by the engineers and firemen, namely, that any hostler who performed any main line movements, regardless of the length of the movement, would be considered as taking the road rate, \$4.75 per day.

Mr. Stone: Then I would understand from that, that if there were six hostlers at a given point, and each one of them at some time during the period he was on duty, followed the main line, or crossed the main line, that he would carry the road rate for hostler for that day?

Mr. Keefe: If he performed any main line movements whatever he would take the road hostler rate of \$4.75.

Mr. Stone: Is it not a matter of fact that if this request for hostlers was granted, that instead of six hostlers performing that main line movement, that you would at once take steps to have one hostler make the movement, and make the other five inside men, as a matter of operation?

Mr. Keefe: I don't know that that would be possible, Mr. Stone.

Mr. Stone: But it would be done if it was possible, would it not?

Mr. Keefe: Unquestionably it would if it was possible, as a matter of prudent operation and management.

Mr. Stone: Surely. In that event, the estimate arrived at would be reduced in the ratio of five to six?

Mr. Keefe: Only where that could be done in that way, if there was any place where it could be done in that way.

Mr. Stone: On Exhibit No. 3, sheet 2, how much of this overtime of \$16,000, that you show under road overtime was earned on roads where there was a five-hour basis or based on schedule of train!

Mr. Keefe: The details are shown on sheet No. 8, Mr. Stone; columns 8 and 10 show the present overtime payments on each of the individual roads. I have made no analysis as to which are 5 hour or 8 hour roads.

Mr. Stone: In what column?

Mr. Keefe: Columns No. 8 and 10.

Mr. Stone: Do you know of any passenger runs on the Santa Fe Road where the schedule time of the train is less than 20 miles an hour?

Mr. Keefe: Yes, sir.

Mr. Stone: How many?

Mr. Keefe: Quite a number of them.

Mr. Stone: They are limited to a few small branch runs, are they not, where it is mixed service?

Mr. Keefe: No, sir, straight passenger service.

Mr. Stone: In this Exhibit 3, sheet 2, is Article 12, Assistance for Firemen, included in Article 13 for Two Firemen?

Mr. Keefe: No, sir.

Mr. Stone: It is separate and distinct from that?

Mr. Keefe: Yes, sir.

Mr. Stone: So, where there are two firemen on an engine, do you understand that they will also be given assistance?

Mr. Keefe: Article 12 does not so provide, Article 13 provides for the two additional firemen. Article 12 provides that "On all locomotives in freight service where but one Fireman is employed, and on all locomotives in passenger service, coal will be kept where it can be reached by the Fireman from the deck of the locomotive." That does not contemplate providing for any compensation where there are two firemen.

Mr. Stone: How do you arrive at your cost of \$18,826 for setting up switches, filling grease cups and cleaning headlights?

Mr. Keefe: From the roads' statements, the reports by individual lines as shown on Sheet No. 25, as to what it would cost them to comply with the provisions of Article No. 14, first paragraph.

Mr. Stone: Well, take for example, the Atchison, Topeka & Santa Fe Coast Lines, in Column 5. You show a cost there of \$1,296.13 for placing supplies upon locomotives. The Santa Fe for years has placed all supplies on engines. The only thing that this cost can be for, if there is any cost at all, must be for filling lubricators, which is the only thing I know they did not fill. I know they placed all supplies on engines, and I know they fill all headlights.

Mr. Keefe: On what railroad?

Mr. Stone: The Atchison, Topeka & Santa Fe Coast Lines, the third column from the top, if I have it straight across here. It is really No. 4, but there is one blank space left, so it is the third row of figures in column 5.

Mr. Keefe: At the present time engineers and firemen are not required to place on or remove tools or supplies from engines, but do fill lubricators, flange oilers, markers and other lamps on road engines, and the same on switch engines, including also headlights.

And in order to relieve engineers and firemen of that work, they will have to employ additional help at the cost \$1,296.13 a month.

Mr. Stone: I also see for that same road you show \$1,534.73 in column 7 for throwing switches and flagging. Under their present agreement, firemen are not required to throw switches except when enroute with light engines.

Mr. Keefe: They are required to put on additional men in connection with running engines light without pilots, on the Coast Lines.

Mr. Stone: How much of that do they do Mr. Keefe, how much light mileage do they make?

Mr. Keefe: That road says they will require the assignment of one swingman on the Belen helper, at a cost of \$115 a month. The Arizona Division will require the assignment of two swingmen on passenger helpers, Bakersfield and Summit.

Two swingmen on freight helpers, Bakersfield and Summit. Two swingmen on freight helpers, Mojave and Erie. Pilots on account of light movements. Los Angeles will require two swingmen on helpers between San Bernardino to Summit. Same expense to furnish pilot for all other light movement.

Mr. Sheean: Tell us what a swingman is.

Mr. Keefe: Another man, either a brakeman or conductor or roadman, other than the engine crew.

The Chairman: What function does he perform?

Mr. Keefe: Pilot or conductor. He performs the duties, well, what the fireman would do now, of throwing switches.

Mr. Park: Would it not be necessary to run a conductor, if you put the third man on the engine, would he not necessarily be a conductor?

Mr. Keefe: It would depend upon the requirements of the

trainmen's schedule. On the Gulf, Colorado & Sante Fe it would not. I do not know what the Coast Line's provisions are.

Mr. Stone: Coming back to that same page, sheet 25, to your own line, Mr. Keefe, how do you arrive at that even \$200 for setting up wedges, filling grease cups, cleaning headlights, and \$200 even for placing supplies on locomotives?

Mr. Keefe: It would take a total of \$400 to take care of both those requirements, and our mechanical superintendent said that the cost would be divided between the two; it would take a total payroll of \$400 for that month, and with that expenditure they would take care of the provisions of Article 14, paragraph 2, and Article 14, paragraph 3.

Mr. Stone: Do you not place all supplies on locomotives and remove them at the present time?

Mr. Keefe: I know, but Article 14, paragraph 2, calls for something else besides placing supplies.

Mr. Stone: Filling lamps?

Mr. Keefe: Filling lamps. It also requires—Article 14, paragraph 3, relieves them from filling lubricators, flange oilers, headlights, markers, or other lamps. Our men are not now relieved from that duty. Any criticism of that figure is that it is too low instead of too high, Mr. Stone.

Mr. Stone: Too low?

Mr. Keefe: Yes.

Mr. Stone: In your Exhibit No. 3, sheet 3, have you made any check in regard to this narrow gauge service, as to whether the totals are correct or not?

Mr. Keefe: Only to make certain that it conforms to the information given to us by the individual lines shown at the head of the statement.

Mr. Stone: But the fact remains they are only asking for a 5 per cent flat increase in narrow gauge service.

Mr. Keefe: They are asking for that in the rates of pay, but I understand they are asking that all the provisions in narrow gauge service as to preparatory time, initial delay, and all other perquisites or trimmings, also be applied to the narrow gauge service.

Mr. Stone: Can you tell from your notes there what road it is that pays \$3.83 worth of preparatory time now?

Mr. Keefe: No, but I can look it up. It will take a few minutes to do it.

Mr. Stone: Never mind.

Mr. Keefe: Do you wish me to find out, Mr. Stone?

Mr. Stone: No, I thought perhaps you had it right there.

Mr. Keefe: No.

Mr. Stone: On sheet 4 you have not included in this anything but the motor car service, have you?

Mr. Keefe: Well, we have included the electric service on the Southern Pacific and the small electric service on the Great Northern, and some alleged electric service on the Burlington.

Mr. Stone: Are the electric motors on the Great Northern included in this?

Mr. Keefe: Yes.

Mr. Stone: Do you also include in this the electric service on the Southern Pacific Lines, where it takes the steam rate?

Mr. Keefe: It includes all electric service on the Southern Pacific.

Mr. Stone: What percentage of mileage does the local freight mileage bear to through freight mileage?

Mr. Keefe: I have made no computation of that character.

Mr. Stone: What is it on the average road, what is the general average, have you any idea?

Mr. Keefe: No, not offhand.

Mr. Stone: How does it compare on your own road, the percentage of local freight mileage as compared with through freight mileage?

Mr. Keefe: I would not think it would be over 20 to 25 per cent. It varies, of course, upon every road.

Mr. Stone: Would it run that much?

Mr. Keefe: Well, it would be just purely a guess on my part.

Mr. Stone: There is no way in your report to the Interstate Commerce Commission to tell; you simply report freight miles, and you do not divide the two, so that there is no way for us to arrive at it; but you evidently must have arrived at it in your reports, because you show the increase in each class of service.

Mr. Keefe: We applied the request of the men to the actual time slips of the engineers and firemen engaged in local service

in October. We made no estimate or guess in connection with it.

Mr. Stone: The fact remains, with the increase in local service, and I think 20 per cent is a high estimate, that you show an increased \$625,000 for local freight against—

Mr. Keefe: What sheet are you on?

Mr. Stone: I am quoting from sheet No. 6, for local service and sheet No. 5 for through freight, against \$1,335,000 for through freight service. It seems to be out of all proportion with the limited number of locals run in the Western territory, and the fact that a number of roads claim they have no local service at all; I fail to see where you get any such increase.

Mr. Keefe: The increase of the proposed expense in local service has about the same relative ratio as the increase in the through freight service over the present, each about 60 per cent more than they are now paying. I cannot quite grasp your conclusion.

Mr. Stone: Your present expense for local is \$1,033,952.88.

Mr. Keefe: Yes.

Mr. Stone: And your present expense for through freight service \$2,284,075.43.

Mr. Keefe: Yes.

Mr. Stone: In other words, the cost of your local service is running up to almost 50 per cent of your through freight service.

Mr. Keefe: That would rather indicate that my percentages were too low than too high, would it not? About one-third of the total mileage is local, instead of 25 per cent?

Mr. Stone: It cannot be possible that one-third or 50 per cent, or 40 per cent of the mileage in the Western territory is local service.

Mr. Keefe: But, you must bear in mind there is a differential now in your local service over your through service, and it costs more per mile for local than for through, and that is reflected in these figures.

Mr. Stone: Well, we all know, all of those who are familiar with the Western territory know that it is not often they run more than one local train a day over each freight district, one in each direction, as compared with the volume of traffic of all the rest. In a few places they run two, but in a large majority of them there is only one local train a day, and it seems out of

all proportion. Of course, I have not the train sheets here to check that.

Mr. Keefe: Is it not a fact that there is some part of the territory where there is only one through freight train a day, as well as one local train, and on branch lines practically all the service is embraced in the local trains?

Mr. Stone: No, that is a mistake. I wish it was. We have been fighting for three years trying to get that, and we did not get it. On sheet 7—

Mr. Shea: Mr. Stone, before you leave sheet 6, I would like to ask Mr. Keefe a question. In regard to the increase for pusher, helper, mine runs, work, wreck, belt line, transfer and all other unclassified service, were those figures computed on the same basis as through and local freight and passenger service were computed?

Mr. Keefe: They were applied, all the requests relating to pusher, helper, mine run, work, wreck, belt line, transfer and all other unclassified service, to the actual payrolls or time slips of engineers and firemen in October, 1913, except it was not contemplated in making the estimate that the automatic release rules, or that two firemen on engines over 185,000 pounds, would apply to this class of service, nor would the initial and final terminal delay, which applies to freight trains, apply to this class of service?

Mr. Shea: They took the number of engines in pusher service and applied this proposed increase?

Mr. Keefe: They did not.

Mr. Shea: How did they reach it?

Mr. Keefe: They took the time slips of the engineers in pusher service, and applied the proposals to what was actually paid.

Mr. Shea: For that month?

Mr. Keefe: Yes, sir.

Mr. Shea: The same for helper?

Mr. Keefe: Yes.

Mr. Shea: Mine runs?

Mr. Keefe: Yes.

Mr. Shea: Work?

Mr. Keefe: Yes.

Mr. Shea: Wreck?

Mr. Keefe: Yes.

Mr. Shea: Belt line?

Mr. Keefe: It might be a question as to what was belt line in some of the runs, but where they could classify belt lines, they did.

Mr. Shea: And transfer?

Mr. Keefe: Wherever they classified it as transfer, yes.

Mr. Shea: How did the railroads distinguish between belt lines, transfer and switch service?

Mr. Keefe: Frankly, I doubt whether they were able to make much of a distinction, because it was very difficult to understand just what the men wanted by transfer or belt line service.

Mr. Shea: This shows there was an increase on account of transfer service.

Mr. Keefe: This shows there was an increase in all this class of service.

Mr. Shea: What did the railroads claim in regard to transfer service, or in distinguishing between transfer and switching service?

Mr. Keefe: I do not know what each individual railroad construed on that.

Mr. Shea: I think that is a very important question, Mr. Keefe, and so far as one member of the Board is concerned, I wish you would furnish further information on that.

Mr. Keefe: What information would you like me to furnish, Mr. Shea?

Mr. Shea: How they computed the increase on transfer service, or rather, how did they distinguish between belt line, transfer and switching service?

Mr. Keefe: I will undertake to ascertain that, and let you know.

Mr. Stone: I understand that no instructions were sent out, other than just the forms that have been furnished here, that went out to all railroads uniformly alike.

Mr. Keefe: That, and a letter of transmittal with the forms, were all the instructions that they sent out, yes, sir.

Mr. Keefe: There have been no additional instructions sent out to any of these roads?

Mr. Keefe: In connection with the hostler question they

were amended from the original, because of the interpretation placed by Mr. Carter on the hostler question. The original instructions were modified as to the suburban service, automatic release not applying to suburban service, because of the exceptions made by yourself during the presentation of your side of it. Other than that, there were none.

Mr. Stone: So it is fair to assume, that in a general way, the uniform instructions have been carried out, and you think in a broad general way that they have been applied alike to all roads in arriving at a conclusion?

Mr. Keefe: That is my honest opinion, yes, sir.

Mr. Stone: In this exhibit, on page 8, for passenger service overtime, Mr. Keefe, have you included here only the delays between terminals in this overtime, or do you base it on all overtime?

Mr. Keefe: Only as the instructions provide for it in the form, only for the delay between terminals.

Mr. Stone: Only the delay between terminals?

Mr. Keefe: Yes, sir.

Mr. Stone: No initial or final delay is incorporated in this at all?

Mr. Keefe: None whatever.

Mr. Stone: That is shown in another place?

Mr. Keefe: Another place, yes, sir.

The Chairman: We are so near adjournment that I believe we might as well take an adjournment at this point until 10 o'clock tomorrow morning.

(Whereupon, at 4:58 o'clock P. M., on January 25, 1915, an adjournment was taken to Tuesday, January 26, 1915, at 10 o'clock A. M.)

IN THE MATTER OF THE
 ARBITRATION
between the
 WESTERN RAILWAYS
and
 BROTHERHOOD OF LOCOMOTIVE
 ENGINEERS
and
 BROTHERHOOD OF LOCOMOTIVE FIRE-
 MEN AND ENGINEMEN
under the Act approved July 15, 1913, by agree-
ment dated August 3, 1914.

Chicago, Illinois, January 26, 1915.

Met pursuant to adjournment at 10:00 A. M.

Present: Arbitrators and parties as before.

Mr. Stone: Mr. Chairman, before taking up the cross-examination, I desire to make a few corrections in yesterday's record. I am not going to blame this on the stenographer. I expect I said it. On page 3482, next to the last paragraph, I said: "94.4 per cent of the net revenue for the month of October." I should have said "Operating expense for the month of October." I knew better and I do not know why I said it.

On page 3483, Mr. Byram asked me the question: "Are those operating expenses you are reading, or net revenue?" I said, "Net revenue." I should have said "Operating expenses."

On page 3489, I used the following statement in which three words were omitted: "Mr. Stone: So, instead of paying forty million, eight hundred and eighty some thousand, you would figure about eighteen million—just a mere trifle, of course." Three words were left out, "a difference of."

On page 3490, in reply to a question of Mr. Sheean, at the top of the page: "I think it is safe to say when the time comes that you will get all your trains ready, and the engineer steps on the train at the same time as the conductor," there is an omission then "and is not held responsible for the preparation of his engine," should be inserted.

On page 3491, I asked Mr. Keefe the question: "Speaking now as an expert for the statistician, or operating official." The words "for the" should be stricken out.

On page 3496, the stenographer made me say—I am going to charge this to the stenographer—he made me say "Followed the main line." I said "fouled the main line." Quite a difference between the two. It is railroad slang, and it is excusable.

J. H. KEEFE was recalled for further examination, and having been previously duly sworn, testified as follows:

Mr. Stone: Before taking up the examination on your exhibit, Mr. Keefe, yesterday, on page 3497 of the record, I asked you the question if you knew of any passenger runs on the Santa Fe Road where the schedule time of the train was less than 20 miles per hour. You replied yes. I asked you how many. You said quite a number of them. In speaking of the Santa Fe Road, are you referring to the Gulf, Colorado & Santa Fe, or Santa Fe System?

Mr. Keefe: I did that in part and also the Santa Fe System.

Mr. Stone: Just how many runs have you on the Gulf, Colorado & Santa Fe, that are less than 20 miles per hour? Could you give an estimate?

Mr. Keefe: On the Gulf, Colorado & Santa Fe Railroad, trains 201 and 202 operate between Beaumont and Center, a distance of 139.9 miles, consuming 7 hours 25 minutes, or an average speed of 18.9 miles per hour.

Mr. Stone: Is that on the Silsby district?

Mr. Keefe: Called the Center district.

Mr. Stone: Trains 201 and 202?

Mr. Keefe: Yes, sir.

Mr. Stone: What time card are you using?

Mr. Keefe: I am using time supplement No. 116, dated March 15, 1914,—yes, 1914. The year is left off, Mr. Stone.

Mr. Stone: You combine the two runs together, do you, to get the average speed?

Mr. Keefe: No, sir.

Mr. Stone: The average speed according to our figures, for train 201 is 19.2 and for train 202 is 21.

Mr. Keefe: What is your time of departure?

Mr. Stone: I haven't the time here. This is simply the consist, boiled down.

Mr. Keefe: Train 202 leaves Beaumont at 12:15 P. M., arrives at Center at 7:40 P. M., total time consumed 7 hours and 25 minutes, distance 139.9 miles. Train 201 leaves Center at 8:40 A. M., arrives at Beaumont at 4:20 P. M., a distance of 139.9 miles and consumes 7 hours 40 minutes, an average speed per hour of 18.2.

Mr. Stone: Are those the only runs?

Mr. Keefe: On the Gulf, Colorado & Santa Fe, the only one I have memorandum of, yes, sir.

Mr. Shea: How many runs are there?

Mr. Keefe: Two.

Mr. Shea: What is the per cent of the total passenger runs on your system?

Mr. Keefe: What is the per cent?

Mr. Shea: Yes.

Mr. Keefe: I do not know. It is a pretty small per cent.

Mr. Shea: Well, one run in how many passenger trains?

Mr. Stone: The percentage is a good deal lighter than the percentage of trains tied up upon the sixteen hour lines.

Mr. Shea: I think we will understand it better if we have the total number of trains on the road.

Mr. Keefe: Would you like me to get that?

Mr. Shea: Yes, I would like to get that.

Mr. Keefe: All right, sir. I have some on the other part of the system, if you want those, too, Mr. Stone.

Mr. Stone: All right.

Mr. Keefe: On the Coast lines: train No. 94, initial terminal is Piedra; time of departure, 1:50 P. M.; final terminal, Reedley; time of arrival, 2:50 P. M.

Mr. Stone: 1:50 and 2:50 P. M.?

Mr. Keefe: Yes. Time consumed, one hour; distance, 16.9 miles; average speed per hour, 16.9.

Mr. Stone: That is straight passenger, or mixed run? Pays passenger rates?

Mr. Keefe: I understood it to be a passenger train. Train 154. Initial terminal, Pentland; time of departure, 8:38 P. M.; final terminal, Shale; time of arrival, 9:30 P. M.; time con-

sumed, 52 minutes; distance, 17 miles; average speed, 19.6 miles per hour.

Train No. 152; leaves Pentland, 10:23 A. M.; arrives Shale, 11:30 A. M.; one hour 7 minutes. Distance, 17 miles; average speed by hour, 15.2.

There are six branch line trains running between Elsinore Junction and Elsinore, that are less than 20 miles an hour; and there are two trains between Cutler and Wyeth.

Mr. Stone: There is only one crew on that branch, is there not?

Mr. Keefe: I don't know, Mr. Stone. I should judge so.

Mr. Stone: So that six trains, while it looks awfully big, is only one crew?

Mr. Keefe: Would it take a separate day for each trip or not, Mr. Stone, under your proposal?

Mr. Stone: I could not tell you without further investigation of the runs. The chances would be, if the 20 mile hour basis became effective, would they not, that this run where you have 52 minutes for 17 miles would probably be charged up three or four minutes to make it over the 20?

Mr. Keefe: I don't know whether the operating would permit it or not.

Mr. Stone: It must be a pretty fast track if it won't stand over 17 miles an hour.

Mr. Keefe: There are other conditions that affect the speed of passenger trains besides bad tracks.

Mr. Stone: What, for example? Connections, on an important run like that?

Mr. Keefe: That is one of the things. I don't know the run at all, Mr. Stone. I don't know any of the conditions surrounding it. But conditions other than track conditions have an effect on the speed of passenger trains.

Mr. Stone: Have there been any changes in the present time card from the time card you quoted from?

Mr. Keefe: It is my understanding that the card I quoted from is the current time card. I have a copy of each one, if you would like me to submit them to you?

Mr. Stone: In finding the cost for the miscellaneous articles for 1912, I think the summary, Mr. Keefe, is over on—well, what page is the summary on?

Mr. Keefe: For the standard gauge lines it is on sheet 25.

Mr. Stone: Sheet 25?

Mr. Keefe: Yes; the total for all classes of service is on sheet 2.

Mr. Stone: Take sheet No. 2, then.

Mr. Keefe: Sheet No. 2 of Exhibit No. 3 shows for all classes of service.

Mr. Stone: Was this miscellaneous cost simply multiplied by twelve to show the cost for the year?

Mr. Keefe: The cost shown on sheet No. 2, Mr. Stone, is the cost for the month of October only.

Mr. Stone: Yes.

Mr. Keefe: In the showing on sheet No. 1, of cost for the year, it is ascertained by multiplying the October cost by twelve.

Mr. Stone: So you take it for granted that the miscellaneous cost would be just the same in these other months, where traffic conditions were much lighter?

Mr. Keefe: Yes, because the main items of expense are not affected by the question of the amount of traffic handled.

Mr. Stone: Do I understand from that that it costs just as much to set up wedges for engines and clean headlights, whether they are in service or not?

Mr. Keefe: No, but there is a certain amount of force that has to be put on to take care of that labor which is now being performed by the engineers and firemen, and a reasonable variation in the number of engines in and out of the roundhouse will not affect the labor cost. That is, the labor cost is there anyway.

Mr. Stone: Is it not a fact that the labor cost is the first thing to feel a reduction in business, and the last thing to feel an increase; don't you always reduce your force at once?

Mr. Keefe: To the best of our ability, yes, sir.

Mr. Stone: Then it is not a fact, Mr. Keefe, that you would keep the same amount of help in your roundhouse with conditions down to 60 or 70 per cent of normal, that you would if conditions were normal, is it?

Mr. Keefe: There is a certain amount of force that you have to have at the roundhouse, Mr. Stone, to take care of the business that is there to move.

Mr. Stone: Would the engineers' time slips show all the necessary information, that is, necessary to compile this data?

Mr. Keefe: What data?

Mr. Stone: All this data here, would the engineers' time slips show the information to compile this data from?

Mr. Keefe: Generally speaking, yes. There are some of the articles or items where it would have to be supplemented by an examination of the train sheet, and also the delay report, trip delay report.

Mr. Stone: Is there anything in any place that would enable us to check how much time was devoted to cleaning engines, throwing switches, and so forth?

Mr. Keefe: Cleaning engines?

Mr. Stone: Yes, is there anything in any report that the engineer or fireman makes, or anybody else makes, that would enable us to check whether these figures are correct or not, for throwing switches, and putting on supplies, or cleaning locomotives?

Mr. Keefe: For these three particular items you mention, there would be nothing in the trip slips of the engineers and firemen that would show that.

Mr. Stone: That would not give you any data as to how much time of the engineer or firemen was taking up in throwing switches, or in putting supplies on, or filling lubricators, or filling grease cups, or anything of that kind, would it?

Mr. Keefe: No, sir.

Mr. Stone: So then where would we get anything to check against this, Mr. Keefe, to see if it was correct?

Mr. Keefe: What particular items are you referring to? You say "this."

Mr. Stone: These miscellaneous items here, that you show on sheet 2.

Mr. Keefe: Why, that is made up from the information from the railroads, and is made up after a survey of the conditions, and if there is any particular detail you would like to have in connection with any of them, if you will say what details you would like I will undertake to see if it can be furnished for you. I don't know just what you want in the way of details to make a check. Some one had to make an estimate of what it would cost these railroads to comply with your request for the elimination of certain duties now being performed by these men.

Mr. Stone: I agree with you, and I wanted to know whether that someone let his imagination run riot, or whether he boiled it down to the lowest possible minimum. In other words, I want to find some way in order to check these figures.

Mr. Keefe: I am very willing to assist you in any way I possibly can to do that, Mr. Stone.

The Chairman: Mr. Keefe, is it not a fact that when times are not good, that is, the road hasn't plenty of freight to haul, that not so many trains are in service?

Mr. Keefe: Yes, sir.

The Chairman: What becomes of those that were in service when times were good, in an occasion of that kind?

Mr. Keefe: Do you mean the engineers and firemen?

The Chairman: Yes. Are as many trains operated, in other words, as there were before? For instance, you have what you might call a fat year, so to speak. Now, as I understand it, you then operate your full capacity of trains. When a lean year comes, what becomes of those trains? Do you take a certain number of those trains out of service?

Mr. Keefe: As to passenger service, there is not very much difference in the passenger business.

The Chairman: I had reference more particularly to freight service.

Mr. Keefe: In freight service, of course, the number of trains in a lean year is not as great as the number of trains in a fat year.

The Chairman: What provision do you make for the fireman or engineer, in that event? In other words, are they kept in service on the payroll, or are they laid off?

Mr. Keefe: I think the provisions with respect to the schedules provide how the boards, or the number of crews assigned to pool or chain gang service are to be regulated. Generally speaking, the right is given to the men to regulate the number of men in pool and chain gang service, as well as the number of men on the extra board.

The Chairman: Does or does not that regulation result in the non-employment of many who were theretofore employed, or are they all continued in employment?

Mr. Keefe: It means that a number of men that were in the service in the fat year are not working in the lean year.

The Chairman: In passenger service, the discrepancy is not so great?

Mr. Keefe: In passenger service or the assigned freight service, or practically any assigned service, there is not the fluctuation that there is in the pool or chain gang service.

The Chairman: Have you provided against that, or, rather, taken that contingency into consideration in the preparation of these tables?

Mr. Keefe: We have to the extent that the fluctuation occurred in the year 1913, Mr. Chairman.

The Chairman: You have taken that as your basis?

Mr. Keefe: Yes, sir, for the entire year. Whatever fluctuation there was in the business for the year 1913 is discounted, or is accounted for in making our estimate for that year.

The Chairman: In what way did you arrive at that?

Mr. Keefe: By just taking the percentage of the increase that we ascertained in October, and applying it against the total payroll for the year. Now, of course, there is fluctuation month by month, as your payroll is large or small, due to the amount of business that you are transporting.

Mr. Park: You took the actual payroll for the year?

Mr. Keefe: Yes.

The Chairman: That is what I wanted to know.

Mr. Byram: I just wanted to ask Mr. Keefe if a large portion of the service is not fixed, regardless of the volume of business. Are not a large portion of the trains run on any railroad fixed by the conditions, regardless of the volume of business?

Mr. Keefe: Yes, sir, with the assigned service, as I construe it.

Mr. Byram: Is that a large part of the whole?

Mr. Keefe: It is.

Mr. Byram: Freight and passenger?

Mr. Keefe: It is.

Mr. Byram: Branch line?

Mr. Keefe: It is.

Mr. Byram: And through or irregular service, or pool and chain gang service, is a comparatively small part of the total service?

Mr. Keefe: Yes.

Mr. Byram: The rest of it is fixed?

Mr. Keefe: Yes.

Mr. Park: Mr. Keefe, for that reason, the ratio of expense to earnings does not increase in proportion to an increase or a decrease in the business, does it? That is, you have certain fixed charges and certain fixed conditions which would operate to prevent decreasing the expense in the ratio of the decrease in the business?

Mr. Keefe: The ratio of the expense to the earnings is very much higher in the months of lean business than it is in the months of heavy business?

Mr. Park: Now, you referred to certain fixed conditions, certain classes of service. Is it a fact that the engineers and firemen continue to receive the maximum wages, under depression, by reason of certain rules and requirements as to seniority?

Mr. Keefe: There is no fluctuation in the schedule as to the volume of business handled. It is a fixed rate which is paid, regardless of the volume or the amount of business handled by the engineer or fireman.

Mr. Park: And an engineer, say, in pooled freight service, drawing \$200 a month, would continue to draw \$200 a month during the dull season, for the reason that the list is so adjusted as to include at those times the oldest men?

Mr. Keefe: I would not want to say that he would receive the exact wages, Mr. Park, because there is a fluctuation in the earnings, even of men in pool or chain gang service, between the light and heavy months. It is variable, of course, under different operating conditions.

Mr. Park: But in that particular class of service, including the train service, the railroads regulate it a good deal in accordance with the wishes of the men, as to the number of crews and the number of engines in the service?

Mr. Keefe: Yes, sir; generally speaking, that is true.

The Chairman: The total cost of operation for any one month would be indicated by the number of men employed, would it not? That is, the number of engineers and firemen employes, I mean.

Mr. Keefe: I do not believe I quite understand your question, Mr. Chairman.

The Chairman: Well, insofar as the engineers and firemen are concerned. In other words, the total amount of money paid out to engineers and firemen would be indicated by the number of engineers and firemen that were employed during that particular month, would it not?

Mr. Keefe: Yes, of course the number of men employed does vary with the amount of the payroll also, Mr. Chairman.

Mr. Burgess: Mr. Keefe, are we to understand that the engineer that was earning \$200 a month, referred to by Mr. Park, will be guaranteed the \$200 in the lean years?

Mr. Keefe: There is no such guarantee, except there are some specified certain agreements where certain amounts of mileage will be guaranteed. A few instances of that kind. There is no guarantee at all of the payments that the firemen shall receive.

Mr. Burgess: Would the Conference Committee of Managers be willing to carry out the provisions of your answer, that in lean years all engineers will receive \$200 a month?

Mr. Keefe: I am not prepared to answer for the Conference Committee of Managers on that question.

Mr. Burgess: It is a very vital question, because I believe the Board could readily get together on those questions, without very much debate, if the impression you have left us was an actuality, that is, that an engineer will get \$200 a month during all the time of his employment.

Mr. Keefe: That was not Mr. Park's question as I answered it.

Mr. Burgess: That is the way I gained it. I just wanted to know if you subscribed to it.

Mr. Keefe: I have not subscribed to the proposition that every engineer in local and in through or irregular freight service should receive \$200 per month the year round. I took that as an example of Mr. Park's remark, that if an engineer received \$200 in a busy month, would he get that in the lean months.

Mr. Burgess: Is it not a fact that the engineers and firemen do not receive any money, either in a lean or a fat year, unless they actually make the run?

Mr. Keefe: They receive it under the stipulations of the contract. They give some time or duty, as provided for in their contract.

Mr. Burgess: Well, if there were no contract, is it not a fact that the railroad only pays the engineers and firemen when they go out on the road to make the run?

Mr. Keefe: Yes, but there are certain times that they get paid for making the run, but they don't make the actual run that they are paid for. That is the point I wanted to make.

Mr. Burgess: That might be, but the fact of the matter is a railroad could have 2,000 engineers and firemen, and it would not cost them a penny for that large number unless they called them to go out.

Mr. Keefe: Unless they reported for duty.

Mr. Park: The illustration I wanted to use there, to obtain information from the witness, was that there was a certain stability to the pay of the enginemen and trainmen that was not changed in any way by the fluctuation of business. Whether it be \$150 a month or \$175, or \$200, an engineer would continue to draw that pay during the dull business, although there might be a good many engineers and crews laid off at the foot of the list—and firemen.

Mr. Byram: Mr. Keefe, coming back to Mr. Burgess' question, could a railroad company have 2,000 engineers that it did not have any work for, under the operation of the seniority rules that generally prevail on railroads?

Mr. Keefe: No, I was answering that question under the supposition that there were 2,000 engineers. I did not understand Mr. Burgess to intimate that there was such a condition prevalent.

Mr. Burgess: I was trying to bring out the point as to how the engineers and firemen are paid.

Mr. Sheean: Mr. Keefe, I just want to clear up one question that the Chairman asked, as to which it seemed to me possibly there might be some misunderstanding. That is, whether the total amount paid engineers, or firemen, or engineers, we will say, in a month, bore a direct relationship to the number of men employed. Now, as I understand the operation of the pool or chain gang, where there is so much money, so many runs in that pool, the company permit the men to determine whether that money shall be divided up between three crews, four crews, or five crews, and dependent upon the manner of the handling of the board by the employes on different divisions. There

would be no direct relationship between the amount of money paid engineers and the number of engineers, but that that would be determined in different districts by the action of the men in fixing the size of the Board. In other words, the number of crews who would divide up those runs. Is that substantially correct?

Mr. Keefe: Yes.

Mr. Sheean: And I thought possibly that the question asked by your Honor had not made clear that situation.

The Chairman: I undertook to indicate to the witness that I wanted him to tell me whether the total amount paid out for engineers indicated the number of men employed during that month in the Engineers' service.

Mr. Keefe: It fluctuates, Mr. Chairman, as to the ratio between the number of employes and the amount of their pay. It is not necessarily fixed, either. In other words, if 1,000 engineers earned say \$200,000 in this month, and there were 2,000 men, they would not earn the next month just twice that amount of money. It would not necessarily mean they would maintain that same ratio. There is a fluctuation in the number of men and in the amount of money that they earn.

The Chairman: That is all.

Mr. Stone: Coming back to that question of fixed charges and these fixed runs, assigned runs, is it not a fact that in time of depression you pull off passenger trains, and you also pull off assigned runs?

Mr. Keefe: It is only in times of extreme depression when passenger trains are taken off, Mr. Stone.

Mr. Stone: Well, we recently had a striking example on the Burlington, where they pulled off a Denver run which had been on so long it was considered one of the well established runs of the country, just recently pulled off trains 9 and 10, between here and Denver, which have probably been running fifteen or twenty years.

Mr. Keefe: At the same time, the Santa Fe put on some additional runs between here and California, as I understand.

Mr. Stone: That did not do the men on the Burlington, that had been pulled off of 9 and 10, any good, did it?

Mr. Keefe: No, sir. It did do some good to the men on the Santa Fe, however.

Mr. Stone: Probably helped them a little. It is also a fact, is it not, that during dull periods when assigned runs, or your so-called fast freight trains are light on fast freight, that you fill them up with dead freight tonnage?

Mr. Keefe: They endeavor to get whatever good operating results can be obtained from the handling of their trains.

Mr. Stone: And the pool man not only gets the benefit of the reduction, but he gets the further benefit of the pool robbed tonnage to keep the fast freight line going?

Mr. Keefe: I do not understand that fast freights are hauling greater tonnage than in other periods of the year.

Mr. Stone: They do not haul heavier tonnage, but they fill it out with dead freight, in order to get tonnage, do they not?

Mr. Keefe: Yes.

Mr. Stone: And that takes so much freight away from the so-called pool man, that in normal conditions the pool man would handle, would it not?

Mr. Keefe: Certainly, if it reduced the amount of tonnage available for the dead freight man, of course it takes that much away from him.

Mr. Stone: It is also a fact that in times of depression, nearly all the schedules of the railroad are standard that no reductions will be made until pools fall below a certain mileage? No reductions of force. Boards will not be cut, in railroad parlance?

Mr. Keefe: There are stipulations, varying in railroad contracts as to when there will be a reduction in the board and assignments.

Mr. Stone: So as the result of that, the men have always had one lean month before they undertook to reduce the force at all, and they get an automatic reduction during that month of fifty per cent before they start to cut the board?

Mr. Keefe: I would not say they have one lean month on it, because I believe actual conditions are such that when there is a depression in business and they want the board reduced they do not wait a full month before they make a reduction.

Mr. Stone: It is also the experience of many of our men in trying to have the board cut, that the operating officials say "there is a prospect of good business next month, better try

and carry all of these, because we do not want to build up our force again," and oftentimes that prospect does not materialize. That happens, does it not?

Mr. Keefe: Of course I can imagine that happens in cases.

Mr. Stone: As an operating official, don't you know it happens?

Mr. Keefe: They are no more than human. They can not foresee the future any more than an engineer can.

Mr. Stone: I did not say they were superhuman, or divine, or anything of that kind. I was just talking about the facts of the case. On sheet 2 of Exhibit 3, in making this computation for the filling of grease cups, do you know whether they—what type of labor they took, or what priced labor they took to do this work? Is he an engineer or fireman, or is he some Polack that they pick up around the roundhouse?

Mr. Keefe: I do not know whether he was a Polack or not, Mr. Stone.

Mr. Stone: What I mean is, is he a skilled laborer or is it sometimes the cheapest labor you can get?

Mr. Keefe: Usually the roundhouse labor, that they consider is capable of doing that class of work, Mr. Stone.

Mr. Stone: In this 59,000, under Article 12, of assistants to firemen, I understand that is the interest charged on the equipment that you expect to put on to assist firemen; is that correct?

Mr. Keefe: In most cases, yes. There are a few roads that figure it would be more economical to employ manual labor, rather than to equip the engines that are not now equipped with mechanical appliances, to keep the coal within reach of the fireman from the deck of the locomotive.

Mr. Stone: Why should that expense be charged to the requests of the engineers and firemen, any more than any other equipment on a locomotive?

Mr. Keefe: That is an additional expenditure that the railroads have to make—will have to make because of this provision of the engineers' and firemen's requests.

Mr. Stone: And once having been made, it is there for all time? It is only the upkeep for it after that, is it not?

Mr. Keefe: The only thing that has been charged against this request is the interest on the investment and the deprecia-

tion and maintenance of the appliance. The total cost has not been charged against this article, only the interest upon the cost of installing this appliance.

Mr. Stone: What do they cost per locomotive? Have you the price there?

Mr. Keefe: As I recall it, \$600.

Mr. Stone: And what is the percentage of upkeep? Oh, never mind, if you haven't it there?

Mr. Keefe: I think it is four, five and six per cent. I think the depreciation was four per cent and the interest was five, as I recall it. I had the details.

Mr. Stone: The depreciation is four per cent?

Mr. Keefe: Is my recollection, yes.

Mr. Stone: Are we to understand by that it is going to run 25 years, before it has to be renewed?

Mr. Keefe: Would you like to have it made ten per cent?

Mr. Stone: No, I was just wondering how you arrived at it. What I am trying to get at is where you find the basis for all these figures you have submitted here. Up to date, I have not found it yet.

Mr. Keefe: I am doing my best to give it to you, Mr. Stone. The four per cent for depreciation, five per cent for interest.

Mr. Stone: What is the total amount of the cost? Have you it there, of equipment?

Mr. Keefe: Yes, \$178,304, based five per cent interest and four per cent depreciation; one per cent for insurance and taxes, makes a total of \$1,471 for that one month of October.

Mr. Stone: Do I understand that there is no other cost figured for these locomotives, for this equipment?

Mr. Keefe: On what article?

Mr. Stone: On this Article 12, assistants. Well, it would be really Article 12, for passenger service, where you are going to shovel coal down. Yes, it is Article 12.

Mr. Keefe: What is your question?

Mr. Stone: Do I understand that where they have this equipment, there is no other charge for day labor, for shoveling coal down in these engines? No charges made, where engines are already equipped with this appliance?

Mr. Keefe: Or where they will be equipped. Where they

will be equipped, only the cost of depreciation, interest and maintenance of new facilities.

Mr. Stone: Take, for example, the Rock Island. You cited four places the other day where they would have laborers shoveling down coal. Would you understand on all other districts they were going to equip with this mechanical appliance for handling coal?

Mr. Keefe: That was the only article of expense for the Rock Island, that one item of \$471.

Mr. Park: Mr. Keefe, how could they comply with the request to keep the coal within reach of the fireman, unless they did use some mechanical appliance?

Mr. Keefe: Unless they figure their coal chutes are now located sufficiently close, so it will not require the fireman to go into the tender to get the coal.

Mr. Park: That will be an additional expense in stopping frequently at coal chutes, to take on more coal?

Mr. Keefe: No estimate has been made for that character of expense.

Mr. Park: So it is really under-estimated?

Mr. Keefe: That is what I remarked yesterday.

Mr. Stone: It is an expense to operate a railroad under any form, is it not, whether you stop for coal or whether you don't? We will all admit it is an expense to stop a train.

Mr. Keefe: Yes.

Mr. Park: It is a greater expense to stop two trains, or to make two stops?

Mr. Stone: Are you going to charge all of that to the firemen and engineers, too, along with the rest?

Mr. Keefe: That has not been charged in any of these figures.

Mr. Stone: On Exhibit 3, sheet 12, Mr. Keefe, just how do you arrive at this heavy expense increase for the Southern Pacific Lines, when their freights are already on an eight hour day, on nearly all their main line service? Lines 68, 69 and 70, you show a heavy increase.

Mr. Sheean: Sheet 12?

Mr. Stone: Sheet 12, and you give the articles up here, 100 miles or less, 10 hours or less, shall constitute a day. Southern Pacific is already on an eight hour day, all of its main line service and some of its branches.

Mr. Keefe: Not all of its branches, Mr. Stone.

Mr. Stone: No, not all of its branches.

Mr. Keefe: I believe there are very few branches on an eight hour day. Practically all of their branches are on a ten hour day at the present time.

Mr. Stone: They are on a ten hour day, some of them.

Mr. Keefe: Is not the majority of them on a ten hour day?

Mr. Stone: I think so, but why that increase? They already have Article 1 or better in effect. Is it all in overtime?

Mr. Keefe: Well, this increase is in overtime, yes, sir. That \$1892 of the Sunset Lines is, because of the provision contained in your Article No. 1, paragraphs 2 and 4.

Mr. Sheean: That is time and a half.

Mr. Keefe: Time and a half, yes, sir.

Mr. Stone: Then it is the overtime that makes all this?

Mr. Keefe: Yes, it is the overtime that makes this whole item. The overtime is called for in your paragraphs, only—

Mr. Stone: Then it would be possible, by reducing the overtime, to cut out this?

Mr. Keefe: If it were possible to reduce the overtime, yes.

Mr. Stone: How do you arrive at these figures that are placed in full faced type? Take, for example, the Western Pacific. How do you get a decrease there?

Mr. Keefe: Because of the application of the automatic release and tie-up provisions. They have new runs, turn-around runs where they pay overtime, because of the schedule provisions, which they would not pay under the two-day payment, as called for in your automatic release rule, so that there would be a reduction in the amount of overtime that they are now being paid.

Mr. Stone: Amounting to \$9.20?

Mr. Keefe: On that road, yes.

Mr. Stone: This is only for overtime, this entire page?

Mr. Keefe: That is all. In connection with that answer, I just want to reiterate my other statement that the increased amount of overtime, by reason of this article, would increase in the event of the automatic release provisions not being granted by the Board.

Mr. Stone: And all of this overtime would be paid, as is

shown on this sheet, if, after our request had been granted by the Board, you continued to operate in the same old way?

Mr. Keefe: Operate in the same manner.

Mr. Stone: Yes, distinction without a difference. The same old way, or same manner, which means the same thing.

Mr. Byram: These roads evidently were unable to escape paying overtime at the regular rate, to some extent?

Mr. Keefe: Yes, sir, their present payments show they have overtime at the present time.

Mr. Byram: They are unable to avoid that expense, apparently?

Mr. Keefe: No, sir.

Mr. Stone: As an experienced operating official, would you agree with the statement that has been made in one or two former arbitrations, that a reasonable amount of overtime on a railroad was a good investment?

Mr. Keefe: I would not care to answer that question, Mr. Stone. It all depends upon the conditions in each case, as it comes up. There are cases where overtime would be an investment. I can see in other cases it would be a detriment.

Mr. Stone: Where, by paying, perhaps, one or two hours overtime, you would not have to call another crew out,—something of that kind. It would be a good investment, then, would it not, instead of calling another crew out and paying a minimum day?

Mr. Keefe: Depending upon the surrounding circumstances, Mr. Stone. I would not care to answer that question affirmatively or negatively, right now.

Mr. Park: Do you think it possible, Mr. Keefe, to avoid paying overtime?

Mr. Keefe: It is not possible to avoid having overtime.

Mr. Park: And to attempt to become immune from overtime, your expense would be increased abnormally by reason of the sacrifices you would make?

Mr. Keefe: It would depend entirely upon what you did to avoid overtime, but even then you would not avoid overtime entirely.

Mr. Park: Washouts and engine failures, and man failures and accidents.

Mr. Keefe: And conditions over which no one has any control.

Mr. Stone: It is possible, though, is it not, to reduce it to a minimum?

Mr. Keefe: I think that is the aim of every operating man today, to reduce overtime to a minimum.

Mr. Stone: Do you think they have succeeded?

Mr. Keefe: They have succeeded to the best of their ability, I believe. I am talking now for our own railroad, because I know our own railroad does not want to have overtime payments.

Mr. Park: If you built double track, put in automatic block signals and did all of those things, that would tend, would it not, to decrease the overtime—bettering your facilities?

Mr. Keefe: Any improvement in operating conditions will naturally decrease the amount of overtime on the road.

Mr. Stone: Since you have put in automatic signals and double tracked the Santa Fe main line, have you decreased your overtime?

Mr. Keefe: I am not directly familiar, because I am not connected with the part of the Santa Fe system that has put in the automatic signals or double track, but the information I have is that they are less time on the road now than they were formerly.

Mr. Stone: Then, with further improvements, we can hope it will be decreased to such a minimum that this sheet would not make near such a big showing, after we get all the improved conditions we hope for?

Mr. Keefe: I confidently believe if you put a penalty of time and a half on overtime, that instead of decreasing overtime it is going to increase the overtime. In other words, it is going to make an incentive for the men to be on the road longer than they are now so as to earn the penalty time. That is my sincere belief.

Mr. Stone: What will happen to a crew that you think is longer than it ought to be doing a particular piece of work?

Mr. Keefe: It will be impossible then, as it is now, to directly supervise the performance of train and road crews, on the road, between terminals.

The Chairman: Hasn't the train despatcher any check on the engineer as to the movements he makes?

Mr. Keefe: He knows the amount of time they consume in making the several movements at his point.

The Chairman: Has he any means, independent of the information he may get from the engineer, as to why he failed to make a certain station within a certain time? Has he any means of his own of knowing that, outside of that information which he receives from the engineer?

Mr. Keefe: No he has to rely on the conductor and trainmen, unless there is an official on board the particular train; he has to rely on the information given him by the conductor or engineer in co-operation with the station employes, the operators.

The Chairman: I have no practical knowledge, and I am asking for my own information. When a train leaves Chicago for a station fifty miles distant, is it not a fact that the despatcher has full knowledge as to the time when that train leaves?

Mr. Keefe: Yes.

The Chairman: And the time it arrives?

Mr. Keefe: Yes.

The Chairman: And as to the number of stations that he will pass on the way?

Mr. Keefe: Why, from his general knowledge of his division, he knows the stations they will pass; whether the train stops at these stations, he does not know unless the operator reports to him they did stop, which is the practice.

The Chairman: It is the practice for the train despatcher to receive reports when the train stops at stations?

Mr. Keefe: Yes.

The Chairman: So in that way he keeps a very good check on its movements?

Mr. Keefe: Yes.

Mr. Park: Mr. Keefe, what does that record consist of? I think it would be well to describe the train sheet, which is the law to the railroad, and the most valuable record it has.

Mr. Keefe: Yes, sir; it is a record of the company which—

Mr. Park: Well, on this train sheet, every train which moves during his hours is indicated, and the number of the engine, the name of the engineer and the name of the conductor

and fireman, and as it passes each station he gets what is called an O. S.?

Mr. Keefe: Yes, sir, from the operator.

Mr. Park: From the operator, giving the time they arrived there, and the time they departed. That means the arrival and departure of the train?

Mr. Keefe: That is from telegraph stations. That does not apply from non-telegraph stations. He does not have that information from non-telegraph stations.

Mr. Park: If they were switching for three or four hours, the details of that work would not be known to the despatcher, except upon a report from the conductor giving specifically what they were doing?

Mr. Keefe: That is correct.

Mr. Stone: Mr. Chairman, I don't want to let them get away with the idea that they don't have a close check on what every man is doing, because it is a fact that they do have it. They have a train sheet; they have the daily report; and if one of our men falls down on time on one of these fast runs, I guarantee he will come in on the carpet the next day and tell all about it and how it happened, and if it happens about three times they will take him off the run, if he does not make good. And with regard to the movement of these freight trains, the despatcher is right behind him and knows what is going on, and let one of our men not keep up with the rest, or get the name of being constantly slow, and you will see two or three officials out riding with him, checking him up, the road foreman, or the assistant road foreman, or the trainmaster, or the assistant trainmaster with him, and he does have to make good, and they do keep a check on these men.

Mr. Park: That is with the idea of avoiding overtime, Mr. Stone.

Mr. Stone: Mr. Keefe, I believe also you said in your opinion overtime would increase if this time and a half were granted. How can it increase in a number of these crews if you work them up to the limit of the Sixteen Hour Law now?

Mr. Keefe: There will be another exhibit introduced later on, which will indicate how many of the crews that are operating on these railroads are worked up to the Sixteen Hour limit. As I recall it now, it is one-half of one per cent.

Mr. Stone: Something like 65,000 cases in the last twelve months. Something like that.

Mr. Keefe: No, sir, not half that.

Mr. Stone: All right, we will settle that later when you put up your exhibit.

Mr. Keefe: Yes, sir.

Mr. Phillips: Mr. Keefe—if I might ask a question, Mr. Stone.

Mr. Stone: Surely.

Mr. Phillips: I understood you to say on this Exhibit 3, page 12, which you were discussing a moment ago with Mr. Stone, that the overtime on the Southern Pacific (the Sunset Central Lines, I believe, were in question) was payable on the ten mile an hour or ten hours a day basis, on portions of that road. Is that correct?

Mr. Keefe: I said part of it was. There is, of course, some of that due to the time and a half feature. They have no time and a half feature now on that railroad.

Mr. Phillips: What overtime is allowed on the Southern Pacific?

Mr. Keefe: On freight trains?

Mr. Phillips: Yes.

Mr. Keefe: On their main line—some of their main runs, I understand it is on an eight hour a day basis, or 12½ miles an hour basis.

Mr. Phillips: How long would a man work on a 12½ mile an hour basis, or 8 hours a day, before he would earn less than he would on a ten hour basis, or time and a half overtime?

Mr. Keefe: Applying to the Southern Pacific, or is that a general proposition?

Mr. Phillips: Generally, but you may use the Southern Pacific as an example, if you wish; or make it general if you wish.

Mr. Keefe: The Southern Pacific is so complicated as to payments by trips—

Mr. Phillips: Well, that feature of it is not complicated, Mr. Keefe: The Southern Pacific generally, both what is called the Atlantic System, or the Sunset Central Lines, and the Pacific System, I will venture to say the major portion of it at least is on strictly an eight hour day, with 12½ miles per hour

overtime. Now, if a man worked on overtime on any part of the Southern Pacific, either Atlantic or Pacific System, he would for ten hours have earned 125 miles, would he not? In other words, he would get 100 miles for the first eight hours, at $12\frac{1}{2}$ miles per hour, and for the next two hours he would get 25 miles, or at the expiration of ten hours he would have 125 miles, would he not?

Mr. Keefe: There are a certain portion of the men—

Mr. Phillips: Well, generally, speaking for the Southern Pacific, is not that true?

Mr. Keefe: For such portion of the Southern Pacific as has the eight hour day, yes, sir.

Mr. Phillips: If that is true of all the main lines of the Southern Pacific, and 80 per cent of the Pacific System, would not that be generally true?

Mr. Keefe: He would receive for eight hours, if he were on duty eight hours, he would receive eight hours' pay; if he made 125 miles—

Mr. Phillips: I asked you to please leave the miles out of it, Mr. Keefe. I was asking on an overtime basis. What would he get if he worked ten hours?

Mr. Keefe: He would get ten hours' compensation.

Mr. Phillips: And that would be 125 miles?

Mr. Keefe: It would be ten hours' compensation.

Mr. Phillips: It would be 125 miles, wouldn't it?

Mr. Keefe: It would be ten hours' compensation.

Mr. Phillips: Wouldn't it be 125 miles?

Mr. Keefe: He would be under either miles or hours.

Mr. Phillips: Now, we are talking about hours.

Mr. Keefe: He would be paid ten hours.

Mr. Phillips: And so, at $12\frac{1}{2}$ miles an hour, that would be 125 miles?

Mr. Keefe: That is your calculation.

Mr. Phillips: I ask you if that is not correct.

Mr. Keefe: I say he would be paid ten hours.

Mr. Phillips: If the schedule provides $12\frac{1}{2}$ miles an hour—

The Chairman: Witness, you may answer yes or no to the question, if it is capable of being answered that way, and then

you may make any explanation you desire. That is the best method.

Mr. Phillips: Read the question, please.

(Record read as above recorded.)

Mr. Keefe: As I understand the Southern Pacific Schedule, he would receive compensations for ten hours.

Mr. Phillips: Well, now, Mr. Keefe—

The Chairman: Well, now, as to the number of miles. I believe there is a question as to the number of miles.

Mr. Keefe: I am not clear, Mr. Chairman. I don't know whether their schedule provides that one hour is equal to $12\frac{1}{2}$ miles or not. If I could get a copy of their schedule.

Mr. Phillips: Now, Mr. Keefe, I do not wish to appear unnecessarily persistent in this, and if the schedule does not provide that, I am entirely willing to have the statement corrected, but if the schedule does provide that for eight hours 100 miles will be correct pay, and that for each additional hour the pay shall be allowed pro rata, or $12\frac{1}{2}$ miles per hour for each additional hour, and he works ten hours, purely on an hourly basis, leaving the miles out entirely, he would receive 125 miles, would he not?

Mr. Keefe: If the schedule reads that way. If, as I understand you to say, the schedule reads that for ten hours' work he would receive 125 miles, then he would receive 125 miles.

Mr. Phillips: Yes. Now, how long would he have to work on that basis before he would earn less than he would on a ten mile per hour schedule—

Mr. Stone: For overtime.

Mr. Phillips: On time and a half per hour basis for overtime? I ask it all to be considered in overtime.

Mr. Sheean: Do I understand, Mr. Phillips, your suggestion to be that, on the Southern Pacific, if this provision were adopted, they would begin computing overtime at ten hours, so that the eight hours would still remain, and you would have computed time and a half just the same?

Mr. Phillips: That is not the question, gentlemen. The question is, first, would ten hours on a $12\frac{1}{2}$ mile per hour basis give to the employe 125 miles? There should be no trick or catch in that that I can see. The witness answers, if that is the schedule it would. Now, the question is, how long would he have to

work then, on that basis, before he would receive less than he would under a ten mile per hour schedule on time and a half, as an overtime basis? It is very simple, it seems to me. I have tried to make it as plain as I can.

Mr. Sheean: What I wanted, Mr. Phillips, was, whether it was your construction of the proposition that on the Southern Pacific, if Article 4 were granted, that you would compute overtime on the Southern Pacific at time and a half only after ten hours, or whether you would compute time and a half after the eight hours.

Mr. Phillips: What I am trying to get at, Mr. Sheean, and gentlemen of the Board, is where this computation of overtime came on the Southern Pacific Lines. There is a great increase of overtime shown here, quite a considerable increase.

Mr. Keefe: I can answer that more quickly, Mr. Phillips, if that is what you want to know. They took their time slips, and for every hour that they would get overtime they would compute it on time and a half basis, having in mind the saving clause which retains to them their present so-called eight hour day.

Mr. Phillips: All right. That is just what I am leading up to now. Where do you reach the point of demarcation where an eight hour day with 12½ miles per hour is less favorable than a ten hour day with time and a half for overtime? Where do they equalize or balance? You find at twenty hours, I think, if you calculate it.

Mr. Keefe: I have not made a computation.

Mr. Phillips: As a matter of fact, if you receive 125 miles for ten hours, and then work ten hours more, you will receive 125 miles addition, or 250 miles, will you not, at the same ratio?

Mr. Keefe: If you work ten hours additional you will get pay for fifteen hours, as I understand your proposition. Time and a half.

Mr. Phillips: What I started to find out, if I could, was where those overtime figures on the Southern Pacific of the amount paid for overtime became greater, or why it became greater under this proposal than it is under their present schedule.

Mr. Keefe: Because of the payment of time and a half for all time in excess of eight hours, where they have an eight hour provision; and where they have a ten hour provision, for

all hours in addition to ten they would get paid for time and a half. That is what makes up the figures shown on this statement.

Mr. Phillips: You don't know what proportion of the Southern Pacific is on an eight hour day or a $12\frac{1}{2}$ mile an hour basis?

Mr. Keefe: No.

Mr. Phillips: You stated a number of branches on the Sunset Lines were on a ten hour day?

Mr. Keefe: That is my information.

Mr. Phillips: You don't know how many men. You don't know whether it be fifty men, engineers and firemen? You don't know whether it would be twenty?

Mr. Keefe: I do not.

Mr. Phillips: You don't know what proportion the number of men on that basis would bear to the whole payroll?

Mr. Keefe: No, I don't.

Mr. Phillips: Nor on the Pacific System you don't know?

Mr. Keefe: No.

Mr. Phillips: Now, Mr. Keefe, getting back to that question again, I will ask you if a man working on an eight hour basis and getting $12\frac{1}{2}$ miles per hour overtime, worked twenty hours purely on an overtime basis, he would receive 250 miles, would he not?

Mr. Keefe: He would receive pay for twenty hours, as I understand it, which would be equivalent, as you say, at $12\frac{1}{2}$ miles an hour, to 250 miles.

Mr. Phillips: Now, if a man works on a ten mile an hour basis and received time and a half for overtime, he would receive exactly the same number of miles for twenty hours' service, would he not?

Mr. Keefe: On twenty hours' service.

Mr. Phillips: Then at any point of that twenty hours, the eight hours a day with $12\frac{1}{2}$ miles per hour is better than the ten hour day, with time and a half, is it not? More favorable to the men, engineers or firemen?

Mr. Keefe: Without the payment of time and a half for the eight hour men?

Mr. Phillips: Taking the eight hour men purely on the eight hour basis, any point in the whole twenty hours is more

favorable to the employe than the ten hour basis with time and a half for overtime, is it not?

Mr. Keefe: On the basis of straight time—

Mr. Phillips: I was attempting to make a comparison between the two, Mr. Keefe.

Mr. Keefe: On the basis of straight time, on an eight hour or a twelve and a half mile an hour basis, yes.

Mr. Phillips: Then the Southern Pacific, or any other roads that have the eight hour day, have been and are now paying their men on a more favorable basis than requested in these propositions, are they not?

Mr. Keefe: You will have to take into consideration their entire schedule to determine whether or not the Southern Pacific men are being paid better than the other men are now.

Mr. Phillips: I did not wish to consider the entire schedule. I was just asking as to the overtime basis, if they are not paying now on an overtime basis better than is requested in these propositions?

Mr. Keefe: Solely on the question of overtime, yes.

Mr. Phillips: That is all.

Mr. Stone: Coming back to this sheet number 12, Mr. Keefe, at the bottom of column 7, you show an increase for through or irregular freight trains by this request of \$75,948.61. At the bottom of column 14, for local or way freight service, which we all know is only a small percentage of all the freight service, you show an increase of \$81,851.34, or over \$6,000 more than all the through freight service or irregular freight service combined together. Why is that?

Mr. Keefe: That is because there is a far greater percentage of the through freight trains that are being paid miles now than in the local freight service. In other words, a greater percentage of the local freight service is now being paid on miles.

Mr. Stone: Then, I would understand from these figures that the burden of the overtime is carried by the local trains, that is, the greater per cent of the burden of overtime?

Mr. Keefe: In proportion to their train miles, yes, sir, there is more overtime in local service than there is in through freight service.

Mr. Stone: It is not a question of the proportion of their

mileage; the actual amount is more at the end of the month, regardless of the proportion of their mileage?

Mr. Keefe: As indicated under column 12, the overtime at the present time that is paid to engineers and firemen in local freight service is \$154,668.89; while at the present time, under the present schedules, the overtime paid to engineers and firemen for through or irregular freight service is \$146,285.22, indicating that at the present time under the present provisions of schedules, there is more overtime being paid to the local freight service than there is in the through freight service.

Mr. Stone: And yet the fact remains that the percentage on the mileage made in local freight service, as compared with the total number of miles in all freight service, is very small, is it not?

Mr. Keefe: I would not want to subscribe to it being very small. I don't know what your definition of very small is, Mr. Stone.

Mr. Stone: I think yesterday you guessed at it as low as 20 per cent?

Mr. Keefe: Twenty-five per cent.

Mr. Stone: Twenty-five per cent?

Mr. Keefe: Yes.

Mr. Stone: Then, with only 25 per cent of the total mileage, they are making much more money in overtime than the other 75 per cent of the men engaged in freight service, is that correct?

Mr. Keefe: With 25 per cent of the total mileage local service, they are now receiving a little bit more in overtime than the entire through freight service.

Mr. Stone: Which consists of the other 75 per cent of the freight mileage?

Mr. Keefe: Yes, of the other 100 per cent. There is 100 per cent.

Mr. Stone: Yes, but one is 25 per cent and the other is 75 per cent.

Mr. Keefe: Yes, sir.

Mr. Stone: On sheet 13, the cost of this miscellaneous allowance, take for example, the Santa Fe, in columns 1, 2, 3 and 4, or 3, 4 and 5; take column 1; you show no cost at the

present time for any constructive mileage, or anything of that kind, do you?

Mr. Keefe: In passenger service?

Mr. Stone: Yes.

Mr. Keefe: No, sir; that is correct.

Mr. Stone: But you do show this 10 per cent added to whatever they have at the present time, do you not? That was your statement the other day?

Mr. Keefe: Yes.

Mr. Stone: Whether it is constructive mileage or an arbitrary allowance or anything else, you still add this on top of that?

Mr. Keefe: Yes.

Mr. Stone: On sheet number 15 you haven't got anything there more than just the reports from the railroads to know whether these figures have been correctly applied or not, showing these increases in switching service, in continuous service or when road engines are used?

Mr. Keefe: All of this data was just taken from the records of the returns of the railroads in response to our request for figures.

Mr. Stone: Take your footings on columns 8 and 9, switching service, engineers and firemen. How do you arrive at the fact that the expense is going to be so much greater for the firemen than it is for the engineers?

Mr. Keefe: You will see that practically all the railroads are the same, excepting one or two. The difference between the engineers and firemen is only \$419. It should be the same if the engineer and fireman worked the same trick, that is, worked the same number of hours.

On the Atchison road, you will find that the engineer is slightly more than the fireman, 30 cents. That is because on one trip ticket the fireman did not work and the engineer did. The big difference seems to be because the Chicago & Western Indiana Railroad, Belt Railway of Chicago, shows figures for firemen only, \$583.21; they show no expense for the engineers because their engineers are not in the movement.

Mr. Stone: If your theory is correct, what is the matter with the Rock Island figures, line 27, where the engineers show an increase of \$793.77, and the firemen show \$724.90?

Mr. Keefe: Because there are certain runs, or certain assignments, where the firemen did not work and the engineer did.

Mr. Stone: There was some fireman worked with him, was there not? Didn't they both have to put in the same number of hours on the engine?

Mr. Keefe: Not necessarily. There are exceptions where the fireman did not; that is the case with the Santa Fe. I made particular inquiry there and found there was one case there where the fireman did not work with the engineer.

Mr. Stone: Did not some fireman work with him? Wasn't there the same number of hours for the fireman as for the engineer?

Mr. Keefe: No. I will get the details for that Rock Island figure for you, Mr. Stone.

Mr. Stone: I fail to understand, if each engineer gets an increase of two cents an hour, and each fireman gets an increase of two cents an hour, under our request, why the figures should not remain the same?

Mr. Keefe: They should remain the same where the engineer and fireman work precisely the same number of hours; but, of course, you can understand where the engineers are not in the movement, such as is the case with the Chicago & Western Indiana, there would be no expense for the engineer there.

Mr. Stone: That would make a difference, of course.

Mr. Keefe: And the same thing, when you get down to the Y. & M. V., they show an expense for the engineer, but do not show any for the fireman. That would make a difference. You get down to the N. O. & T. M., and they show an expense for the engineer and nothing for the fireman. That makes a difference in the total. And there is another case here, the Texas & Pacific, there is a \$6.35 difference between the engineer and fireman. Every one of those differences was due to the fact that the engineer and fireman did not work the exact number of hours.

I will get the specific points if you would like me to, Mr. Stone.

Mr. Stone: No, what I want to get at is whether or not these figures are correct, is all.

Mr. Keefe: They all agree except those specific ones I mentioned, and there is some good reason why they don't agree. Mr. Stone, and that is that the hours are not the same.

Mr. Stone: I can understand a man deadheading over the road or something of that kind on company business, might be without a fireman, but I cannot understand a man being in actual service, switching, without a fireman with him.

I also note on this page the tremendous cost charged to switching as compared with the cost of the rest of the transportation service for engineers and firemen. Do you think that percentage holds good all the way through?

Mr. Keefe: I don't get your point.

Mr. Stone: For example, you show that \$1,216,724.72 was paid out to engineers and firemen for switching service in that month.

Mr. Keefe: Yes.

Mr. Stone: That is more than all the rest of the service combined, is it not?

Mr. Keefe: For wages?

Mr. Stone: Yes.

Mr. Keefe: No, sir. That is \$1,216,000 out of a total of \$7,200,000.

Mr. Stone: For engineers and firemen?

Mr. Keefe: Yes.

Mr. Stone: I was just figuring up these showings as I went along, in a general way. For example, you only show the cost of through or irregular freight service, \$146,000; local service \$154,000, and all the pusher, helper, mine runs, work, wreck, belt, transfer and other unclassified service, \$107,000; and passenger service \$74,945, and all combined together will not equal this figure.

Mr. Keefe: Well, the figures you are reading, Mr. Stone, as I gather it, although I did not follow you, are the increases.

Mr. Stone: Are the increases?

Mr. Keefe: Yes. Now, you are comparing them with what was the total payroll paid to engineers and firemen in switching service in October. The increase in the proposed, for engineers and firemen, in switching service, is \$219,000.

Mr. Stone: I am not reading the increases proposed, or if I did I made a mistake. I will go back and try it over.

Mr. Keefe: Sheet number 8 is the first one, Mr. Stone, passenger service.

Mr. Stone: Number 5 is the first one, isn't it, passenger service?

Mr. Keefe: That is combined, for all articles.

Mr. Stone: Sir?

Mr. Keefe: That is the combined cost for all of the articles for standard gauge steam service.

Mr. Stone: You show present rates for passenger service in column 7?

Mr. Keefe: Yes.

Mr. Stone: Oh, yes, I see my mistake now. I was reading the increases. It is my mistake.

Take sheet number 19, Mr. Keefe, why is it a number of these roads show no increase for this tie-up? Is it owing to their present rules in their schedules?

Mr. Keefe: What roads have you in mind, Mr. Stone?

Mr. Stone: I see a number of them are left blank here.

Mr. Keefe: The first one that is left blank is the Baltimore & Ohio Chicago Terminal. It had no passenger service in October that was tied up between terminals, either through freight or local freight. I doubt whether they have any through or local freight service whatever. I think every one of the lines shown here are small lines similar to that.

Mr. Stone: Take the Texas & Pacific, line 76.

Mr. Keefe: That is the Denison & Pacific suburban. The Texas & Pacific is line 85, which shows \$511.90. The Denison & Pacific suburban shows no item, which is line 76.

Mr. Stone: Then on the roads where no data was furnished, what was the matter? It was not available, or what was it?

Mr. Keefe: I explained the other day that in each one of those cases there was generally some financial reason why they were unable to supply the data. The Trinity & Brazos Valley is in the hands of a receiver; as is also the Missouri & North Arkansas; also the Kansas City, Clinton and Springfield. The other roads were so small and came into the movement so late, that it was not thought advisable to get the data from those lines.

Mr. Burgess: How about the Western Pacific?

Mr. Keefe: They had no passenger service tied up between terminals in that month.

Mr. Stone: In regard to the question of counsel for the railroads yesterday, to the effect that if a helper was used out of the pool, if this automatic tie-up would not apply, and your answer, which was yes, is it not a fact that if it did apply it would be shown in the freight service charge, if you called a particular engine out of the pool service to act as a helper?

Mr. Keefe: Yes.

Mr. Stone: Those examples you gave yesterday in regard to the automatic tie-up, on the Santa Fe, where you showed a man between Galveston and Houston, I think I got your figures correctly, namely, he arrives at Houston at 9:45 A. M.?

Mr. Keefe: Yes; he left Galveston at 8:10 and got to Houston at 9:55, as I recall it, an hour and 45 minutes.

Mr. Stone: Was he relieved at the depot?

Mr. Keefe: Yes.

Mr. Stone: And he again reports for duty at what time?

Mr. Keefe: 30 minutes before the train leaves. He leaves at 5 o'clock, so he would report at 4:30.

Mr. Stone: So, from 10 o'clock until 4:30, he would be off duty?

Mr. Keefe: Yes.

Mr. Stone: Just what could a man do with his time under those conditions? He couldn't do anything else with it, could he? He would not be allowed to use it in any other manner, would he?

Mr. Keefe: He would not be performing any service for the company in that time. Of course, I cannot say what the engineer would do with that time.

Mr. Stone: But the fact remains that he is not allowed to sell it to anybody else, is he?

Mr. Keefe: No, he is not.

Mr. Stone: So while it is true you only work him a short number of hours, you do take all his time from 7:30 in the morning until 7 o'clock at night, or at least, you make it impossible for him to sell it to anybody else, do you not?

Mr. Keefe: Well, he doesn't perform any service for the company in that period of time, Mr. Stone.

Mr. Stone: But the fact remains, you take from him the only thing he has to sell, do you not?

Mr. Keefe: It is true that he is not able to dispose of it to anybody else, or work on any other railroad, or work for anybody in Houston.

Mr. Stone: Speaking of those three or four striking examples that you gave yesterday, you are the chief operating officer or officer in charge of operation there. Now, are we to understand if this automatic release rule was amended, that you would continue to operate these trains in exactly that manner? Is that the impression that you want to leave with the Board?

Mr. Keefe: Just a moment; I do not want to leave the impression that I am the chief operating officer. I am not; I am the assistant.

Mr. Stone: You are also president of one of the other lines down there, are you not?

Mr. Keefe: Of one of the lines, the Texas & Gulf, yes, sir.

Mr. Stone: That would come pretty near being the chief operating official?

Mr. Keefe: Since the 1st of July it has been leased to the G. C. & S. F. and has become part of the operations of the G. C. & S. F.

Mr. Stone: That is, you as president, leased it to your general manager of the G. C. & S. F.?

Mr. Keefe: No, sir, it was the president of the company, Mr. Ripley.

Mr. Stone: The money all goes in the same hopper, anyway. But, would you continue to operate those lines or runs in the same way?

Mr. Keefe: I cannot see wherein in any of the runs that I gave illustrations of yesterday, anything could be done to avoid the payment of the sums mentioned, if the proposals of the engineers and firemen were granted.

Mr. Stone: But you would sit down and have a quiet half hour with yourself, would you not, and try and figure out some plan whereby you could operate them without paying it?

Mr. Keefe: I would certainly do everything I could to minimize the expense, if it was possible to do so.

Mr. Nagel: Mr. Stone, do you wish it understood that you

want the road operated so as to bring about the result the witness indicated?

Mr. Stone: How is that?

Mr. Nagel: Do you want the road to bring about the result that Mr. Keefe indicated?

Mr. Stone: No, but I am satisfied, Mr. Chairman and gentlemen, that if the rule was granted tomorrow, that that would be the result of the rule, that they would at once rearrange the runs.

Mr. Nagel: I get your point perfectly, but I wanted to know whether you object to the general manager undertaking to relieve himself from that result?

Mr. Stone: No, I am satisfied he will; that is the reason why this is purely imaginary and not a question of fact, when it comes down to reality.

Mr. Nagel: It will be proper then, to call our attention to the fact as to how the rule as now framed would operate. That is the reason I asked yesterday whether it would not be easy to modify the wording of the rule so as to bring about a more harmonious result?

Mr. Stone: The answer to all of this, Mr. Chairman and gentlemen, is the fact that we have gone back home before with a 10 per cent or a 15 per cent increase, and after they got through rearranging and reapplying it, we found out we were worse off than we were before; that we were really doing more work and getting less money out of the pay car.

Mr. Keefe: I cannot conceive any operation of any of those trains, where, if this rule would be granted, there would be any saving in the amounts I mentioned in the figures yesterday.

Mr. Stone: Knowing your ability as an operating official, I will guarantee that you will figure out something very shortly after it went into effect.

Mr. Park: Mr. Keefe, if the penalty was so great that you could reduce expenses in other ways you might figure on something of that kind; but is it not a fact that your overtime so rarely occurs as compared with the general payroll, that it would be bad management on the part of a railroad to sacrifice tonnage to insure against a contingency that even then they might not be able to protect against. For instance, an engine failure might

occur so near the end of the road, or a wash-out, or something of that kind, that you could not avoid the overtime. It is your study now as a manager, however, to avoid overtime.

Mr. Keefe: Pardon me, Mr. Park, but the discussion we had before was entirely on the question of the automatic release and the avoidance of those sums of the examples I gave yesterday. It was entirely on the question of whether or not there would be any change in operation that could be brought about which would prevent the payment of those sums of money I gave yesterday.

In answer to that question I said that I did not and can not conceive now how it would be possible to prevent the payment of those sums of money that I mentioned, unless it be to abandon entirely the operation of those trains, which is not a possibility.

Mr. Park: The same thing applies in all of those instances, that the management operate the railroad and try to operate the railroad humanely and economically and in the best possible way, taking always into consideration the men?

Mr. Keefe: Yes, sir, I know it is for the companies I am connected with.

Mr. Stone: Mr. Chairman, you understand, of course, we would not subscribe to any such sentiment for a moment, that they try to operate the roads humanely. They operate the roads for results, and man, the human factor, is the cheapest part of the whole thing and given the least consideration.

Mr. Park: I would have to disagree with you there, Mr. Stone, so far as I am personally concerned, because I think I give the human side of it a great deal of consideration, and I believe that other managers do.

Mr. Stone: But the one fact remains, Mr. Chairman, that the first thing an operating official must do, if he stays on the job, is to get results; and if he can get it with humane treatment and everything else, well and good, but results have to come anyway.

Mr. Nagel: One of the questions we have to consider here is whether better results could not be obtained by considering the human factor.

Mr. Stone: Yes, that is an important factor.

Mr. Nagel: And that we will have to settle by the testi-

mony we receive, and not so much by the declarations that are made.

Mr. Stone: Yes, that is true also. Are these the only runs between these points, Mr. Keefe? That is, these very short runs that you have given examples of, such as the run between Cleburne and Dallas; is that the only run?

Mr. Keefe: No, sir, there are other runs operating between Cleburne and Dallas.

Mr. Stone: Then there is a possibility that they could be grouped in another manner so as to avoid some of this work, or run further on to a different terminal, or something of that kind?

Mr. Keefe: They operate now between Dallas and Cleburne, and I cannot see now any grouping of them that would avoid the effect of an automatic release whenever they reach their terminal, or end of run. Their end of run is Cleburne and Dallas, and it would not make any difference how many trains you have there so as to avoid the possibility of causing overtime, because the moment you arrive at either one of those terminals you have automatically released yourself and begun a new day whenever you begin to perform a new service.

Mr. Stone: That possibly is true. It is also possible to change terminals, is it not?

Mr. Keefe: Yes, and it is probable that if they granted it, it would have necessitated a wholesale changing of terminals.

Mr. Stone: But you could not figure out any way it could be changed?

Mr. Keefe: If you go to work and provide for a 53 mile run, and that is all your mileage you have got on there, you cannot, unless you build an additional number of miles, you cannot change the length of your run.

Mr. Stone: The fact of the changing of the terminal would change the length of the run, would it not? Instead of running from Dallas to Cleburne, you run on to some other point, 60 or 70 miles further, that would change the length of the run, would it not?

Mr. Keefe: If there was necessity for a change of service there. I do not presume they would change the terminal, just simply to make an engineer run a hundred miles, because they were paying him that hundred miles, though.

Mr. Stone: On sheet 21, Exhibit 3, column 1, you show the present outlay for holding engineers at away from home terminals, for October, 1913, in passenger service to be \$51.75, and for firemen, \$35.85, making a total of \$87.60. You also show, in columns 2 and 4, what would have been paid if Article 8 of the proposal had been in effect for this same period of time, and this amount for engineers is \$18,524.57; for firemen, \$11,926.19, making a total of \$30,450.76. Is that correct, if the figures are correct?

Mr. Keefe: Yes, passenger service.

Mr. Stone: Yes. Now, if I get the idea of this exhibit correctly, that would indicate there was a loss of time, according to these figures, equaling the sum of \$30,363.16, and if the railroads are required to pay for the same, they are pleased to term this an increase. Is that a fact?

Mr. Keefe: It is a payment that they would have to make under your provisions, that they are not now making.

Mr. Stone: You understand, of course, there is no request made by engineers and firemen for compensation for the first fifteen hours, do you not?

Mr. Keefe: That is what I understand the request to be, yes, sir.

Mr. Stone: In preparing this exhibit and these tables, was there any consideration given to the loss of time suffered by engineers and firemen, due to the fact that they were asking no compensation for this first fifteen hours held away from home?

Mr. Keefe: That was not taken into account, in making up the estimate. In other words, the fifteen hours which I understand is the time from the time they arrive at their away from home terminal, until they are called to perform further service, which includes, of course, their rest period at that terminal.

Mr. Stone: Well, if the requirements of the service demand this waste of time for engineers and firemen, why is it not a fair and equitable proposition that a part of this loss should be paid and borne by the railroad companies?

Mr. Keefe: I do not consider it a waste of time, Mr. Stone. Furthermore, the rates paid are fixed upon the fact that there was this delayed time at the end of the run, where the man must necessarily get his rest before he was able to perform

another day's duty, and all of the compensation previously was based upon those facts.

Mr. Stone: All the rest a man is required under the Hours of Service Law, is either eight or ten hours, as the case may be. Here the men are willing to give fifteen hours, before they ask for any compensation, but still with that great loss—and there are only so many hours in a man's lifetime—we feel that the company should bear part of the expense of this loss. Again, how do you account for the fact that a number of these roads show no cost for engineers and firemen held away from home? Have they a better arrangement of their schedules or what?

Mr. Keefe: In all classes of service?

Mr. Stone: I am speaking of passenger service now.

Mr. Keefe: Why, in connection with that item, Mr. Stone, some of the railroads computed that that article would apply to assigned passenger runs. Their assignments were such that it necessitated them laying at a terminal, away from home, longer than fifteen hours, while some of the other railroads did not make that interpretation of the request. The instructions, as you will note, on form 30, simply provided that the entry should be made as defined in the paragraph, and it was not specifically stated that that did or did not apply to assigned service. Take, for example, my own railroad, the Gulf, Colorado & Santa Fe Road. It has no figures there for laying at away from home terminals. We have passenger crews that do lay at away from home terminals, longer than fifteen hours, but we have not computed any expense there, because we did not consider that the interpretation would be placed upon your Article that would apply to assigned service.

Mr. Stone: Well, taking up the question of your local runs, as shown on the same page, columns 16 and 18.

Mr. Keefe: That is for the same purpose. That is an assigned service.

Mr. Stone: Is it not a fact—take for example, two crews—take a crew running between here and Galesburg on the Burlington, or between here and Aurora, is it not a fact that the crew that lays at each end of the road, for Sunday, that that is considered their home terminal on nearly all of these railroads?

Mr. Keefe: I cannot speak as to the Burlington, because

I have not examined the schedule, but on our own road there are points where crews are in daily service, or in local or way freight service, will lay away from home Sundays, at away from home terminals.

Mr. Stone: That is at some branch runs or at the main line service?

Mr. Keefe: Yes, sir.

Mr. Stone: Is that provided in the schedule, under that condition?

Mr. Keefe: Yes.

Mr. Stone: The reason why I asked the question, Mr. Chairman, on most of these schedules that I am familiar with, two local crews are running between A and B. Wherever the local crews tie up for Sunday, that is their home terminal, and it is so considered on a great majority of the schedules.

Mr. Keefe: We have a clause in our schedule which reads:

“An engineer taking a run in preferred service or engine in chain gang service by right of seniority must select the engine run by the youngest man in similar service and will have choice of Sunday lay-over when his seniority entitles him to it.”

Mr. Stone: That is on assigned service?

Mr. Keefe: In preferred service.

Mr. Stone: Is local considered preferred service on your road?

Mr. Keefe: Yes, sir. “Mixed, local freight or work trains, or any other trains to which regular engineers are assigned (except passengers) shall be known as preferred runs and be governed by seniority in road service, with home terminal rights to govern.”

Mr. Stone: Well, after both hearing and carefully reading Mr. Sheean's opening statement, I think it is fair to assume that the Conference Committee of Managers was prompted by a desire, in preparing their exhibits, to lay before the Committee all the facts, in addition to submitting their evidence, so to speak. Am I right in that assumption, that it was their desire to place all the facts before this Committee?

Mr. Keefe: To the best of their ability, yes, sir.

Mr. Stone: If that is true, do you not believe that an exhibit should have been prepared, showing the loss of time suffered by engineers and firemen, on account of bearing the bur-

den of the first fifteen hours held away from home; also, to be followed by tables, showing the increase in outlay to companies, if they compensated engineers and firemen for time in excess of fifteen hours?

Mr. Keefe: I do not consider it was their duty to furnish that, Mr. Stone.

Mr. Stone: Then it is a fact that no thought or consideration was given to that phase of the question at all, in preparing these exhibits, to the loss sustained by the engineers and firemen being held fifteen hours before any pay began?

Mr. Keefe: There was no computation made as to length of time.

Mr. Nagel: Mr. Keefe, do you think that some limit should be fixed for the period during which men may be held away from home, without pay?

Mr. Keefe: If it were possible to arrive at a uniform rule that would fit all conditions and all requirements, yes. There should be some limit, but as to just what that limit should be, I—

Mr. Stone: I am asking as to the general proposition.

Mr. Keefe: Why, it ought not to be right for the railroads to require men to lay at away from home terminals an unreasonable number of hours.

Mr. Nagel: They are held upon the theory that they must be prepared for a return run, is that true?

Mr. Keefe: Yes, they are to protect the business of the company as it may show up.

Mr. Nagel: Then, that return run should be had within some reasonable period, should it not, in protection to them?

Mr. Keefe: That is true, but it must be borne in mind, Mr. Nagel, that the company is not able to control the return of the business. It has no guarantee itself of the business and the flowing of the business.

Mr. Nagel: Assuming that to be the reason, ought the men to bear the entire burden of that difficulty?

Mr. Keefe: Frankly, I do not think they should.

Mr. Stone: On sheet 23, Mr. Keefe, under the heading of "Meal hour for hostlers," do you show any cost anywhere for the cost of meal hour for hostlers?

Mr. Keefe: No, Mr. Stone.

Mr. Stone: Then that part of the article allowing the hostler an hour for meals, will not cost the company anything?

Mr. Keefe: It was taken into the wages, the length of time, Mr. Stone, to be included in your total, column number 4; it was not any separate segregation made of that.

Mr. Stone: But you have added the cost for the hour in column 4?

Mr. Keefe: Why, wherever the hostlers in the month of October worked longer than six hours, for the meal, as to whether or not they made an allowance for that in ascertaining the expense under paragraph 2, Article 10, would be rather difficult, but I believe that it would include in that article, paragraph number 2.

Mr. Stone: Then your column number 6 is misleading, where it shows it blank, is it not?

Mr. Keefe: Column 6?

Mr. Stone: Yes.

Mr. Keefe: Oh, I see—column number 6.

Mr. Stone: It is all in column 4, but column 6 shows nothing; it is blank.

Mr. Keefe: Column 6 shows nothing. Now, in connection with applying that provision to the operation in October, it was very difficult to ascertain just whether the hostlers worked longer than the six hours or not, and rather than report a figure that was not substantiated by facts, it was thought not desirable to report any at all, I presume. That is what it was for our own railroad.

Mr. Stone: Then it is not possible to arrive at what part of this \$234,000 increase for hostlers, for the month of October, was caused by the meal hour?

Mr. Keefe: There were no figures given for the meal hour. I said, Mr. Stone, that was not computed. There was no estimate made as to what that rule would cost.

Mr. Stone: Then it is fair to assume that it won't cost the railroads anything for the meal hour; that he will continue to perform just as much labor as ever.

Mr. Keefe: I would say it will cost in some instances, where the conditions of the service will prevent the hostler from taking his meal hour at the time specified, and they will have to

be paid the compensation so far, but we have made no estimate or computation as to what that cost would be.

Mr. Stone: You agree with the general principle that a hostler should be given a meal hour, do you not, to eat?

Mr. Keefe: Yes.

Mr. Stone: Are we to understand by this exhibit, in its entirety that the Western railroads are unable to pay these increased costs of these requests?

Mr. Keefe: I think we will take that up in some subsequent exhibits, Mr. Stone, as to their ability. This exhibit was to show what would be the cost to the railroads.

Mr. Stone: Then you do not care to say at this time whether they are unable to pay the requests or not—whether they are financially able to pay it?

Mr. Keefe: I say that they are not. Now, if you wish me to make the statement before we get to our exhibit, I will say now I do not believe they are.

Mr. Stone: They are not able to pay?

Mr. Keefe: They are not able to pay.

Mr. Stone: Now, Mr. Chairman, if I may just try your patience for a minute longer, I will be through. During the past three days, the parties to this controversy have been placing before you an exhibit, designed to show the financial significance of our requests for higher rates of pay and better working conditions. They first showed briefly their method of securing the basic information, by sending certain schedules of inquiry, with instructions for filling them out, to the accounting officers of the different railroads. With this brief explanation, they went exhaustively and carefully into the derivative statements which they computed on the basis of these basic figures. When we presented our statistical argument, we presented our basic figures and I especially stated that we desired to have them verified, and that nothing would please us better than the most complete scrutiny and investigation.

I do not believe, on the other hand, that we should be expected to accept anything on faith. We desire to have the same opportunity of scrutiny and verification as we have extended to the other side. The present exhibit (No. 3) is an important one. It goes to the very essence of our contention. I have devoted several days of study to it, and I find myself in an

unfortunate position, for I find no official statistics available with which to check it and convince myself of its accuracy.

I do not question the good faith of the railroads. This is a very serious matter to us, however, and I cannot bring myself to believe it is fair to permit the railroads to adjust our differences or to present arguments based on fundamental facts as to the existence of which we do not know or have no method of ascertaining.

So far as I have been able to check the basis of this exhibit, I have reason to believe that it contains many errors. Personally, I am convinced that in the case of many roads the basic figures on which the estimates have been based are too high. I do not mean to say that they have been deliberately inflated. We all know the difficulties of having elaborate schedules of statistics properly filled out. This is one of the difficulties of accounting. So far as I have been able to check them, I find that the figures which are the basis of this exhibit do not agree with the reports of the railroads to the Interstate Commerce Commission. The basic figures of this exhibit were certified to by accounting officers of the several railroads, supplying the Interstate Commerce Commission. Before I can accept this exhibit, therefore, I want to have an opportunity of checking these figures to see that they are correct. And, following along that line, I am going to ask the railroads to make it possible for us to verify these figures, and I want their train sheets, and I want their time cards, and I want their time tickets for this month, so that we can verify them, because I believe they are wrong.

I make that request of the railroads, that we be furnished with this information.

Mr. Nagel: Are we to adjourn in the meantime, or go on?

Mr. Stone: Go right ahead. I will put a force on them. I will soon find whether these figures are right or whether they are wrong.

Mr. Sheean: We have the certificates of these various officers here now. We have acted upon those certificates, and whatever is the pleasure of the Board in the matter as to the calling in of the accountants who compiled the information which the general officers certified and furnished to us, we will of course abide by the pleasure of the Board. We have at this

time the certificate of the accounting officer, the executive officer of each railroad, and those are here available, to see whether we have correctly assembled the tabulated and certified information given to us, and whatever we have, of course—

Mr. Park: Mr. Sheean, how many men have been employed on these statements, approximately, and how long a time have the roads consumed in making the compilation?

Mr. Sheean: I have no knowledge on that, except what was stated to me last night by Mr. Green, of a very small road, the Louisiana & Arkansas. What was it, Mr. Green? What length of time was taken by this comparison on your line?

Mr. Green: It took four men five weeks to get up our information for 278 miles.

Mr. Stone: Mr. Chairman, we discussed yesterday morning when the question of surprise came up, and the two witnesses failed to agree on the testimony, we discussed the question of whether or not we would submit affidavits or bring the original witnesses here, but I want to call your attention to this, that here is a set of compilations; Mr. Keefe, as the statistical expert, has simply accumulated them. He says himself he has not verified any of them. He simply takes the figures as they put them, and he swears he has put them together correctly from what he found. I do not want the accounting officers brought here. I want the facts which the accounting officers base their figures on, and if we do not get through with it by the time they get through with their exhibit, if we do not find anything wrong with it, we will take it for granted it is right, but I am satisfied we shall find something wrong with it, because I know the figures are all out of proportion?

Mr. Sheean: Well, while the Board has the matter under consideration as to what course is desired, I would like to have, as a part of the redirect examination of Mr. Keefe, read into the record a letter which I think you said accompanied the form which is made Exhibit No. 2 here.

Mr. Keefe: The letter dated August 20, 1914, sent to the executive officer of each of the lines parties to this movement, says:

“Owing to the Agreement that the Arbitration Proceedings shall be upon the basis of the Proposal of the Engineers and

Firemen, dated October 10, 1913, it is deemed necessary to compile figures based specifically upon that request.

"The compilation of Form 1 has disclosed certain varying interpretations of the Articles submitted, and various changes appear to be necessary and expedient.

"We have, therefore, formulated Form 30, a supply of which is sent you under separate cover by express, which includes complete instructions for the compilation of each item reported. The report will be—as we now understand it—your last word upon the subject of the amount of increase resulting from the Engineers' and Firemen's request, dated October 10, 1913, and the one which will be taken into consideration by the Arbitrators in this controversy.

"It is, therefore, very necessary that the report should be correct in every particular, and your Company should be fully prepared to defend any figures reported therein, regarding which any controversy may arise.

"This report should be certified to as correct by the officer or party in charge of the compilation, and the party who will be presented by your company as a witness, if one is required, to substantiate these figures.

"Please arrange to forward this report so it will be available not later than September 20th, 1914."

Mr. Sheean: And, from each of the railroad companies, upon the form which was introduced here as Exhibit No. 2, you have now the certified returns of the individual railroads over the signatures of the officers?

Mr. Keefe: Yes.

Mr. Sheean: Those are here available for any check or verification.

The Chairman: What have you to say to the request of Mr. Stone?

Mr. Sheean: I say we are entirely at the disposition of the Board in the matter. We want to do anything that the Board deems proper, essential and expedient to a full, fair and adequate hearing of the entire matter. We have acted upon the certificates of the different officers given under these instructions that they should certify and should be prepared to defend under oath the figures here when they are presented, and here are the certificates giving the names and dates as to each of the

roads, and the suggestion I may give that, if in connection with that—any checking of that, it appears that any figures are questioned, we be given the opportunity of indicating to the particular road, in conformity with this request that “The report should be certified to as correct by the officer or party in charge of the compilation, and the party who will be presented by your company as a witness, if one is required to substantiate these figures.” As to how many companies or what persons actually made these compilations, I have no knowledge.

Mr. Park: Mr. Sheean, in answer to my question, the gentleman in the back of the room, I presume, was manager of a road not on this Conference Committee?

Mr. Sheean: Yes.

Mr. Park: So I could form some idea of the magnitude of the exhibits called for, what road does he represent?

Mr. Sheean: The Louisiana & Arkansas. A road of how many miles Mr. Green? 248?

Mr. Green: We operate 278 miles of railroad.

Mr. Sheean: 278 miles of railroad, all told. And the returns for a railroad of that size took, you say, how long?

Mr. Green: Four men five weeks.

Mr. Park: That is one of the smallest railroads?

Mr. Sheean: Yes, I said that that was, one of the very smallest in the movement.

Mr. Burgess: Mr. Stone, let me ask you a question, please. If I understand your request properly, it was for the time slips, train sheets and time cards?

Mr. Stone: Yes.

Mr. Burgess: I infer from that question that you desire to get the real basis?

Mr. Stone: Yes. I might check that until I die of old age, I wouldn't know whether it was right or not, unless I had what they had formed their figures from.

Mr. Burgess: And your intent is, if these documents are furnished you, to put on a force of men sufficient to check the time slips, time cards and time sheets, and if I understood you right, you stated to the Board that if you could not find anything wrong in those sheets at the time the counsel for the railroads had presented all of his other exhibits, that you would acknowledge that they were right?

Mr. Stone: We would at least accept them, provided that we have not been able to find anything wrong with them.

Mr. Burgess: My purpose in asking the question, Mr. Stone, was to get it perfectly clear what you wanted, so far as I am concerned. I presume the other members of the Board were clear, but I was not.

Mr. Stone: I want to get the basic figures that they make that compilation from, the time slips, and the train sheets for the month of October ought to show it. It may be necessary, where they have a separate daily report, to have the daily report. My only idea in asking for the time card was in regard to a question of whether certain trains were on the road in that month or not. I do not expect I shall check all the roads. I have a number of roads in mind that I will put on force enough to check, if it can be employed in Chicago, and if not, I will wire somewhere else and get it. I will put on force enough to check certain roads I have in mind.

Mr. Park: In order to arrive at the magnitude of this request, Mr. Keefe, have you any idea how many carloads or trainloads of train sheets it will be necessary to bring to Chicago? One train sheet for each day of the month, and all the other information. I do not understand that the engineers' time slip, the current time card and the train sheet would be all the record that would be required.

Mr. Keefe: The time books of the particular men also ought to be in there, because they are the books from which the time slips were entered. But it would take practically 64,000 time slips for one day, for thirty days, would be thirty times that number, it is nearly two million time slips.

Mr. Park: How many train sheets?

Mr. Keefe: There would be a train sheet for every day for every district. We have 544 districts, twenty thousand train sheets. Time books in addition to that. And there are your daily reports. You would have for your freight runs—it is hard to estimate the amount of stuff you would have in here.

Mr. Park: Would it not be more practicable for the representatives of the organizations to send some one where these records are now, if they want to check any particular road?

Mr. Keefe: That would be the more practical solution than it would be to have them all brought in here. In the first place,

the train sheets are one of the most valuable records, an indispensable record of a railroad, and it would be very difficult to get the railroads to send those train sheets in, because they are the basis of the absolute records of the company.

Mr. Nagel: Would the government allow us rent for the warehouse?

Mr. Burgess: The railroads would not oppose any of the provisions of the Act itself, after they consented to arbitrate?

Mr. Sheean: Oh, no.

Mr. Burgess: The Act does permit that request as presented by Mr. Stone, doesn't it?

Mr. Keefe: I am not a lawyer, Mr. Burgess.

Mr. Burgess: No, neither am I.

Mr. Park: They could make duplicates of the train sheets.

Mr. Keefe: I am satisfied, whatever the Board would want, they would do the best they could to comply with it.

Mr. Sheean: In talking with Mr. Green this morning as to his small railroad, I was rather shocked as to what he had done, and in order to get light on just what the detail is, I would suggest that Mr. Green tell us about what is the actual routine, or to give you some idea about it. Mr. Keefe has not done the detail work for any railroad, as I understand it, and Mr. Green, I understood him to say, had the time slips here on his road.

Mr. Park: Is Mr. Green the general manager of that road?

Mr. Sheean: The general manager of that road.

Mr. Park: I would like very much to hear from him on the stand.

Mr. Sheean: This is a matter in which we want to co-operate in any way thought desirable.

Mr. Stone: Before Mr. Green testifies, I would like to call attention to one fact, that this question of "The train sheets can not be produced," and "The payrolls can not be produced," and all that, we have heard that once before. They took the same position in the Eastern Arbitration, but the Board of Arbitration compelled them to produce their payrolls for the Conductors and Trainmen's Arbitration, and they brought them in there by the carload.

Mr. Sheean: Don't misunderstand us. We want anything that the Board wants here for light.

Mr. Stone: I don't understand, Mr. Chairman, pardon me

again, I don't understand the Board wants this. I am the man who wants this. I don't understand that the Board wants this particular information.

Mr. Sheean: Well, I am sorry to say I cannot make the same broad general statement as to complying with your desires as I do make as to complying with the desires of the Board. Anything that the Board deems of any importance in connection with the hearing of the case, we will furnish, but we do not want to incur a whole lot of unnecessary trouble if in the end it is to gratify a mere whim on your part, and therefore I put the suggestion that we are willing to do whatever the Board sees fit.

Mr. Stone: I understood that all the time, Mr. Chairman. I was making the request of the Board to make this order; not Mr. Sheean. I have got by the age when I have whims in regard to these arbitrations. I have been in too many of them, and I am going to try to go into this one completely, because I don't know that I shall ever live to go into another one.

Mr. Sheean: Just on this collateral matter of what it actually means, so the Board may act intelligently on any order, I would like to call Mr. Green.

The Chairman: You are not through with this witness?

Mr. Sheean: No, I thought I might ascertain whether or not certain things that it was thought desirable to have produced were feasible to be produced or not.

Mr. Stone: If the tonnage of that train is not quite complete after they get all this loaded up, they might add the payrolls we asked for before we adjourned for the holidays, because if they are going to put up an exhibit for 5,000 men and show where they earn more than governors, I am still going to insist as my right, that they produce payrolls for all the rest of the men for the same period.

Mr. Nagel: Are you going to show the relative value of governors and engineers?

Mr. Stone: I would not know what basic figures to start with.

F. W. GREEN was called as a witness, and having been duly sworn, testified as follows:

DIRECT EXAMINATION.

Mr. Sheean: State your name, Mr. Green.

Mr. Green: F. W. Green.

Mr. Sheean: And your business?

Mr. Green: General Manager of the Louisiana & Arkansas.

Mr. Sheean: The Louisiana & Arkansas is a railroad situated where, and of what size?

Mr. Green: In Arkansas and Louisiana. We have 278 miles.

Mr. Sheean: And that road is one of the parties to this arbitration?

Mr. Green: Yes, sir.

Mr. Sheean: Mr. Green, you have heard this discussion about the manner of the preparation of the information requested of the various roads?

Mr. Green: Yes, sir.

Mr. Sheean: Did you cause to be compiled for your road information certified in the manner that has been shown by this Exhibit 2?

Mr. Green: I did.

Mr. Sheean: Now, I wish you would tell us just the way in which that was done, and what the supporting data are, what it consists of as to your railroad.

Mr. Green: We first studied the requirements and instructions very carefully and the requests under each of these separate paragraphs, and then we drew off a sheet showing, in two sections, the amounts that accrued under each of these provisions under the present schedule, and the amounts that would accrue under the provisions of the proposed schedule. After each sheet was made for each one of these time sheets, the information was tabulated under the different classifications by each man. Then the amount accruing under the present basis was compared with the amount which that man drew on the payroll for the month of October, 1913. If the amount checked we were all right. If it did not check we had to go all over the matter entirely again until we balanced.

Mr. Sheean: That is, balanced with the payroll?

Mr. Green: Yes.

Mr. Sheean: What do you mean by making out a form, here?

Mr. Green: One of these separate sheets showing the class of service. We had to make a sheet for each class of service, by the way, whether through freight or way freight, or passenger, for each slip that was turned in.

Mr. Sheean: And then the original time slips of the month of October, 1913, were taken?

Mr. Green: Yes, sir. They are all here.

Mr. Sheean: You have, as to your road, all here?

Mr. Green: Yes, sir.

Mr. Sheean: Now, how many engineers have you on that road?

Mr. Green: It varies. We have about forty, of which I think about thirty-three or four are now in service. We reduced our force, on account of the depression.

Mr. Sheean: And about how many firemen?

Mr. Green: About the same number.

Mr. Sheean: And for forty engineers and forty firemen, how long did this work take on your road?

Mr. Green: It took four men, five weeks. I might say in that connection that that includes two tabulations, and the first, as you will recall, was the revised demands of the enginemen, and the second one was the original demands, as interpreted, after arbitration had been agreed upon.

Mr. Sheean: And as to your road, you have there the original time slips of the eighty men?

Mr. Green: Yes, sir.

Mr. Sheean: Who operated during that month?

Mr. Green: Yes, sir.

Mr. Sheean: Did that require this making out of a separate method of accounting, and separating the service in the manner requested here?

Mr. Green: It did.

Mr. Sheean: But as to your road, what you have here are the original time slips?

Mr. Green: Yes, sir.

Mr. Sheean: I just wanted to get an idea from him on this topic. If there are any questions you want to ask—have you the train sheets here?

Mr. Green: No, sir.

Mr. Sheean: Or any of the train delayed reports?

Mr. Green: No, sir, I haven't those.

Mr. Sheean: Those are essential in the computation of the matter of initial and final terminal delay?

Mr. Green: Yes, sir; I overlooked in saying we had to take the delayed report and train sheet, and in the preparation of these little white supplementary sheets, we had to get information from the train sheet and daily report; in almost every case, it was not obtainable from the time slip, itself.

Mr. Sheean: You think that this that you have here is fairly representative of what the time slips would be as to forty out of the sixty odd thousand employes, whose time is shown by this month—or eighty, forty firemen and forty engineers?

Mr. Green: I do.

Mr. Park: Mr. Green, in getting at all of the matter bearing on this, did you have to go to the roundhouse records, or other records, and confer with the men?

Mr. Green: Yes, in some instances we had to have recourse to the tie-up records of the enginemen at the roundhouse. Not in all cases, however.

Mr. Park: Bearing on some of the points.

Mr. Green: Yes, sir.

Mr. Park: What is the length of your railroad?

Mr. Green: We operate over 284 miles, but the part which we actually own is 278 and a fraction.

Mr. Sheean: I simply wanted to ascertain, in a general way, just what the situation was. If there is anything you wanted to ask about the method or manner—

The Chairman: Taking these tables as a basis, how long do you think it would take one to verify the figures, as shown in the statement?

Mr. Green: I think two experienced accountants could probably get the figures verified thoroughly in two weeks, if they were experienced in this kind of work.

The Chairman: Mr. Stone, do you desire to ask the witness any questions?

Mr. Stone: No.

The Chairman: Very much obliged to you.

Mr. Sheean: If it is agreeable, I will not take up the re-direct examination with Mr. Keefe until after luncheon.

The Chairman: We will adjourn until 2:30 P. M.

(Whereupon, at 12:25 o'clock P. M., a recess was taken until 2:30 o'clock P. M.)

AFTER RECESS.

The Chairman: Just before recess, Mr. Stone requested that the Board order that train sheets, time slips, delay reports, and payrolls for engineers and firemen, for the month of October, 1913, be produced by the respective railroads, or certain of the railroads connected with the present movement. This request was based upon the theory that these papers constitute the primary evidence upon which these calculations are based.

Section 5 of the Act under which we are proceeding, is in the following language:

"That for the purposes of this Act the arbitrators herein provided for, or either of them, shall have power to administer oaths and affirmations, sign subpoenas, require the attendance and testimony of witnesses, and the production of such books, papers, contracts, agreements, and documents material to a just determination of the matters under investigation as may be ordered by the court . * * *."

The other portion of the section, it is not necessary to read, because it simply provides a remedy in a case where there should be a refusal to produce the reports; that is, contains the method by which they may be produced through the United States courts.

In view of the section which I have just read, if this matter is urged before the Board, of course, we would grant the request, feeling, as we do, that this section is mandatory in its language.

However, we will reserve a final action in regard to the matter, in order that there may be a conference between the representatives of the respective parties, out of which may grow the adoption of some plan by which time and labor may be saved. You can call the matter to the attention of the Board when it reconvenes in the morning.

My associate, Mr. Nagel, suggests that he thinks it should

be understood that this order will be granted. I thought I had made that perfectly plain, but if I did not do so, of course, it follows from what I have said that the order will be made in the event Mr. Stone so desires.

Mr. Sheean: We have not the slightest objection. It was in the hope or belief that some method or manner of the accountants visiting the headquarters of the roads, could be arrived at; perhaps, accounts of the Board, or representatives of each side which would probably enable them to get the information in a good deal better way. But, if it is the insistence that these particular papers shall be produced, of course, we shall comply with any order.

The Chairman: At any rate, we thought it proper that we should rule upon the point now, in order that there may be no delay in the event that this request may be insisted upon.

Mr. Stone: I think it will be understood that the suggestion offered by Mr. Sheean that we go to these various points, is something we could not do at this time. It is impossible for me to be anywhere else but here, to supervise this work; and it is impossible to go all over this country from New Orleans to Winnipeg, and from Chicago to San Francisco, to check up these accounts.

After a conference with Mr. Sheean, if we fail to agree, why, I most certainly should insist that Chicago be the place where these papers should be produced, because that is where we are holding the Arbitration.

Mr. Sheean: It was not the thought that you or I should go and check them, Mr. Stone, but it was the thought that possibly the expert accountants might be able to tell more about the result by making some sort of a visit to the place where the particular time slip must be applied to the operation at that point.

Mr. Stone: I don't expect to check these in person. I am not so foolish as to think I can check 2,000,000—I do expect to have a general supervision over the work and the manner in which it is checked, and while I am not an expert accountant I believe I shall be able to find something wrong with some of the figures.

The Chairman: In making the rule that we have, we are

simply applying a rule that is universal in all courts of justice, so far as I know, independent of this provision of the statute.

J. H. KEEFE was recalled as a witness, and having been previously sworn, testified as follows:

RE-DIRECT EXAMINATION.

Mr. Sheean: Mr. Keefe, if you will turn for a moment please, to sheet No. 1 of your Exhibit 3, I want to make perfectly clear that the item which you have carried out there as \$38,000,000 is arrived at by the application to the total payroll of the year of the proposition for the month of October in the same percentage relationship that October, in payroll, bears to the payroll for the entire year.

Mr. Keefe: Yes, sir.

Mr. Sheean: And in the item of "Miscellaneous," that has been separated throughout all the tables so as to carry that as a separate item of expense to the railroads and not as an increase in compensation to the engineers and firemen?

Mr. Keefe: Yes, sir.

Mr. Sheean: Now, in the fluctuation of business to which reference has been made, are you able to state, Mr. Keefe, what proportion of the engineers and the firemen in October, 1913, were in regularly assigned service. It was not fixed at all, or changed at all by any fluctuations in business, just in a general way?

Mr. Keefe: Approximately 65 per cent of the total number of men were in assigned service.

Mr. Sheean: And in assigned service those trains run on regular schedules, irrespective entirely of the amount of tonnage or the number of passengers to the crew?

Mr. Keefe: As a general proposition, yes.

Mr. Shea: Now, just explain in your own way what difference there is.

Mr. Keefe: What I had in mind in assignment was the assignment of engineers assigned to yard service, and also engineers that were assigned to the through freight—fast freight runs, local runs and passenger runs; also assigned helpers, and in the assigned freight service of course it would be dependent more upon the tonnage that was to be moved as to whether they

would remain throughout the year or not. There would be more chance to fluctuate in that particular class than there would in the passenger or local.

Mr. Sheean: But as to the passenger, outside of the very rare exceptions to which Mr. Stone referred this morning, the passenger trains run on regular schedule, both during the periods of depression and periods when business is better?

Mr. Keefe: Yes.

Mr. Sheean: And the rate of pay of those who have those assigned runs remains constant, aside from the question of occasional delay, for which they might draw overtime?

Mr. Keefe: Yes, sir.

Mr. Sheean: And, ordinarily, that is true of branch line operations, that branch lines are usually covered by regular assignments?

Mr. Keefe: Yes, sir.

Mr. Sheean: Attention was attracted yesterday to the fact that in May last an estimate of expense of these propositions was given in the correspondence between the Conference Committee of Managers and the Committee representing the engineers and firemen. At the time those estimates were given, Mr. Keefe, had there been a statement made by those who represented the employes, with reference to the application of automatic release to turn-around service, that there was no rule pertaining to turn-around service, and therefore that they could not give any answer to the examples in turn-around service pertaining to automatic release?

Mr. Keefe: Yes, sir.

Mr. Keefe: Yes, sir.

Mr. Sheean: And in the statement that was made at that time and to which attention was directed yesterday, the estimated application of the automatic release and tie-up was stated at \$990,000?

Mr. Keefe: Yes, sir.

Mr. Sheean: While in the figures which you have here submitted, the amount entering into this \$38,000,000 is now \$6,515,000?

Mr. Keefe: Yes.

Mr. Sheean: Does that arise because of the fact that no modification has at any time been made by the Committee rep-

resenting the employes, whereby the automatic release is excepted in its application to turnaround service?

Mr. Keefe: They have made no modification of that character.

Mr. Sheean: And this change of nearly \$6,000,000, or additional amount of nearly \$6,000,000, is because of the application of the automatic release to turnaround service?

Mr. Keefe: Yes.

Mr. Sheean: The other changes in those estimates will appear from a comparison of the estimate as made at that time, for what percentage of the mileage?

Mr. Keefe: At that time, it was the estimate made on May 2nd, based on 86 per cent of the mileage. The figures given were for 86 per cent of the mileage. Of course, the estimate we made in our Exhibit No. 3, covers all the mileage. That accounts for, as I recall it, about four to five million dollars.

Mr. Sheean: And there is practically a difference of almost \$6,000,000 because of there being no exception in the present proposition that is being arbitrated in turn-around service, as to the application of the automatic release?

Mr. Keefe: Yes. There was also in the original figures a thought that the eight hour—roads having eight hour rule, might have the ten hour rule, because there was no saving clause in the proposition of the men, when originally submitted to the railroads.

Mr. Sheean: And some of the railroads had applied the proposition as made, and compared it with the proposition under which they were operating, without this retention of rates that were higher, but actually applying the proposition as a whole?

Mr. Keefe: Yes, sir.

Mr. Sheean: To their actual operations?

Mr. Keefe: Yes.

Mr. Sheean: At page 15, or sheet 15, of this exhibit, Mr. Stone directed attention to the fact that column 6, on page 15,—there were certain differences between—

Mr. Keefe: Column 9.

Mr. Sheean: Column 9, oh, yes. Columns 8 and 9; certain differences between engineers and firemen. You directed attention at that time to the fact that all across the page on this

exhibit, both the Yazoo & Mississippi Valley Railroad and the N. O. T. & M., showed an added increase as to engineers, but no additional expense as to firemen. Are the firemen, both of the Y. & M. V. and the N. O. T. & M., excluded in like manner, throughout all of these tables?

Mr. Keefe: Yes, sir.

Mr. Sheean: And what was the report from both those roads as to the reason for omitting their firemen?

Mr. Keefe: That they had no schedule or agreement with their men at that time, and that they did not care to give any information as to the negro firemen.

Mr. Sheean: Both reported that the firemen on both roads were largely colored?

Mr. Keefe: Yes, sir.

Mr. Sheean: And not operating any schedule with either of the organizations presenting these claims?

Mr. Keefe: Yes.

Mr. Sheean: In the presentation of the claim on the Y. & M. V., what were the facts as to the manner in which the request for increase or this changed schedule, was made?

Mr. Keefe: The original request received from the engineers and firemen, showed that they did not represent the firemen on the Y. & M. V. Railroad, and that the firemen on that road were not represented by the engineers' and firemen's committee.

Mr. Sheean: Just state what the facts are, or read the request as presented?

Mr. Keefe: The request as presented has this caption: "Railroads in Western Concerted Movement—1913.

"Explanation:

*Means approved by B. of L. E. Division only.

#Means approved by B. of L. F. & E. Lodges only.

"No marks mean approved jointly by B. of L. E. Divisions and B. of L. F. & E. Lodges."

And there continues a list of the railroads, some of which have these marks preceding them.

Mr. Sheean: And opposite the Yazoo & Mississippi Valley, what is the notation?

Mr. Keefe: Opposite the Yazoo & Mississippi Valley ap-

pears the star, which indicates it was approved by the B. of L. E. Divisions only.

Mr. Sheean: So that, throughout all of the tables which are here presented in this exhibit, there is no showing of the expense of firemen on either the Y. & M. V. or the N. O. T. & M., either present or proposed?

Mr. Keefe: That is correct.

Mr. Sheean: That runs throughout the entire exhibit and each of the tables in it?

Mr. Keefe: Yes, sir.

Mr. Burgess: Pardon me, Mr. Sheean, but won't you bring out a little further what document he is reading from?

Mr. Sheean: Yes, just read the document and identify it, Mr. Keefe.

Mr. Burgess: I want to follow you, is all.

Mr. Sheean: Yes. Give the date and the communication itself.

Mr. Keefe: That was an attachment to a letter—

Mr. Sheean: Read the letter and the attachment.

Mr. Keefe: (Continuing.) Dated Chicago, Illinois, October 10, 1913.

“Mr. Scott Tinsman,
Chairman, Managers' Association,
Room 1863, Transportation Building,
608 S. Dearborn St., Chicago, Ills.

Dear Sir:—

“The locomotive engineers, firemen and hostlers employed on the roads named on the inclosed list have instructed us to present to you the inclosed revision of the present schedules of wages and working conditions of locomotive engineers, firemen, and hostlers operating steam or other motive power.

“We ask that you take this matter up with each of the roads named, and ask them to join with all other railway managements in the western territory in delegating to a conference committee of managers authority to represent their respective roads in the conducting of joint negotiations.

“We desire it understood that all rates, rules, and conditions not affected by these proposed amendments shall remain unchanged, but will be subject to changes through negotiations by the proper officials and committees, as in the past.

"We request that all lines or divisions of railway owned, leased, operated, or controlled by the roads named in the enclosed list be included in these negotiations, and any agreement reached shall apply to all of such lines of railway.

"We also request the privilege of submitting the names of other roads in the Western territory as fast as we hear from them.

"We hope all roads will accept the notice presented to them as the proper notice required for the opening of existing schedules for amendment.

"Yours very truly,

"W. S. STONE,

Grand Chief Engineer,

Brotherhood of Locomotive Engineers,

1114 B. of L. E. Bldg.,

Cleveland, Ohio.

"W. S. CARTER,

President,

Brotherhood of Locomotive Firemen and
Enginemmen,

Peoria, Ills."

Mr. Sheean: Now, at any time has there been any change or modification, either by the B. of L. E., or the B. of L. F. & E., whereby either of those organizations claimed to represent the firemen on the Y. & M. V., or the firemen on the N. O. T. & M.?

Mr. Keefe: Not as to the Y. & M. V.

Mr. Sheean: The N. O. T. & M. was not starred?

Mr. Keefe: The N. O. T. & M. was not starred, or there were no exceptions.

Mr. Shea: Mr. Keefe, how does the Y. & M. V. pay its firemen?

Mr. Keefe: I understand, from hearsay only, that they pay them upon a percentage basis of what the engineer gets.

Mr. Shea: Is that provided in the Engineers' schedule?

Mr. Keefe: I do not so understand that it is.

Mr. Burgess: What is the N. O. T. & M.?

Mr. Keefe: New Orleans, Texas and Mexico Railroad.

Mr. Sheean: Mr. Keefe, it was suggested here this morning that some of these payments upon the automatic release that would accrue under the automatic release, might be remedied

by a change of terminals. Has there been, in any of the estimates made here, any consideration given, or any estimates made of the cost of drastic changes in operation, or has this simply been to take the operations as they were in that month, and from those actual operations ascertain what the cost would have been under those operating conditions?

Mr. Keefe: There were no estimates made as to any drastic change as you suggest, and as you also state, it was applying the actual operating conditions of October, 1913, to their proposal.

Mr. Sheean: I think that is all, Mr. Keefe.

RE-CROSS EXAMINATION.

Mr. Stone: Did I get your answer correctly, Mr. Keefe, when you said that 65 per cent of the engineers and firemen in service for the month of October, were in assigned service?

Mr. Keefe: I said approximately about that figure.

Mr. Stone: And, by assigned service, you covered everything, switching service and all?

Mr. Keefe: Yes.

Mr. Stone: Everything except the pool freight?

Mr. Keefe: Pool freight and the extra board.

Mr. Stone: I think you also cited in your attempt to explain away the difference between the estimate of May and now, that no provision had been made in May for the automatic release. Was the Conference Committee of Managers ever notified officially, at any time, that the automatic release did not apply to turn-around service?

Mr. Keefe: Why, it is proper to make that assumption from your replies to the examples that were given by the Conference Committee of Managers to your committee, asking how they should be interpreted.

Mr. Stone: Well, it is only an assumption then. There never was an official notice of that kind, was there?

Mr. Keefe: Not to the extent that it applied to the suburban service, no.

Mr. Stone: And also in Mr. Trenholm's letter of May 2nd, there is a foot-note in that letter, is there not, that a reduction of some five million has been made. I am speaking from memory now, I have not the book here. Had been made because of

the notification that the automatic release did not apply to suburban service.

Mr. Keefe: Yes, to suburban service and to turn-around service. I will say to you frankly that these figures were eliminated in our estimate, not only in the suburban service but in the turn-around service.

Mr. Stone: I think you also added some six or seven million dollars because of a saving clause stated in our original proposition, or added some six or seven million dollars because of the saving clause?

Mr. Keefe: No, sir, I did not make that statement. I said that there were some amounts. I did not give any idea. I made no statement as to the amount.

Mr. Stone: But you did say, on the original proposition, that there was no saving clause, did you not?

Mr. Keefe: On some railroads they construed that there was no saving clause.

Mr. Stone: But the fact remains that in our first letter to Mr. Tinsman, who was Chairman of the Western Association, we did stipulate as one of the conditions under which we would meet the Board, that there should be a saving clause, did we not?

Mr. Keefe: I don't recall it.

Mr. Stone: Well, you just read it in your letter of October 10.

Mr. Keefe: It says "Any rules that are not changed by your proposition." Your propositions changed the basis of our calculating a day's work, therefore, it was proper for those who had an eight-hour day to consider that they would be on a ten-hour day, because your proposal showed—

Mr. Stone: Is that what it said? You have it there. Just read it again. It is in the letter of October 10, to Mr. Tinsman.

Mr. Keefe: Yes, on the first page, sheet number 5.

Mr. Stone: Third paragraph.

Mr. Keefe: "We desire it understood that all rates, rules and conditions not affected by these proposed amendments, shall not be changed, but will be subject to changes through negotiations by the proper officials and committees, as in the past."

Mr. Stone: Isn't that a saving clause?

Mr. Keefe: No, sir, not near as drastic as the saving clause in the agreement they arbitrated, because it says "All rates, rules and conditions not affected by these proposed arrangements."

Mr. Stone: The sixteen articles submitted?

Mr. Keefe: Yes. Now, the sixteen articles submitted do provide as to the basic number of hours constituting a day's work or a basis of a day's work. Therefore, it was a proper assumption on the roads that had an eight-hour day that as all basis of a day's pay had been changed to a ten-hour day, to assume that they would be put on a ten-hour day.

Mr. Stone: You don't think they seriously contended that for a moment, do you, that they were going to get to a ten-hour day on that?

Mr. Keefe: I know they made figures on that basis. I know that positively.

Mr. Stone: It is true the saving clause for arbitration—we improve with experience, and wrote it a little bit stronger, but it is also true that the letter of October 10th contained a saving clause?

Mr. Keefe: There were roads that had figured they would be privileged to go to a ten-hour day, and made their original estimates upon that basis.

Mr. Stone: And then after they read the second saving clause they made some more figures?

Mr. Keefe: After they applied the articles of agreement and revised their figures in accordance with the articles of agreement they found they had retained what they already had.

Mr. Stone: That explains the difference in cost between the two estimates?

Mr. Keefe: No, sir.

Mr. Stone: I think you said there was no schedule for the engineers and firemen on the Yazoo & Mississippi Valley. Is it not a fact that for years and years the firemen have been paid a certain percentage of the engineers' wage?

Mr. Keefe: Mr. Stone, you said I had stated that there was no schedule for engineers and firemen. If I made that statement I was wrong.

Mr. Stone: I did not mean to make it that way. For firemen. I think Mr. Sheean said one place there was no sched-

ule for engineers and firemen, but I know we have a schedule there.

Mr. Keefe: Yes, there is a schedule for engineers.

Mr. Sheean: Is it not a fact that the firemen on the Yazoo & Mississippi Valley have been paid a great number of years, a certain percentage of the engineers' wage?

Mr. Keefe: That is my understanding.

Mr. Stone: And every time an engineer got an increase, the fireman received the same increase?

Mr. Keefe: I have been told that was a fact, Mr. Stone.

Mr. Stone: Is it not a fair inference then, to suppose in the absence of any schedule, that the firemen on that road, where they have no organization, would still receive the benefit of any increase on the engineers' wage?

Mr. Keefe: I see no reason why they should not expect to receive the same treatment in the future, that they have in the past.

Mr. Stone: Well, that is answering the question—there is a slight difference, that is all. It is a fact, at the present time, I believe, the firemen have no organization there, due to the fact that only about 10 per cent are at the present time white men, something like that. The white man has been supplanted by the negro fireman. I think that is all.

Mr. Sheean: That is all, Mr. Keefe. I will call Mr. Green.

F. W. GREEN was recalled for further examination, and having been previously sworn, testified as follows:

Mr. Sheean: You were sworn this morning, Mr. Green?

Mr. Green: Yes, sir.

Mr. Sheean: There are some peculiarities about the road that you operate, that you desired to explain to the Board, particularly how some operating conditions there would be affected by the application of a straight edged rule of universal application in the territory. I think you said this morning that the road was about 284 miles long.

Mr. Green: Yes, sir.

Mr. Sheean: And between what points does it run, Mr. Green?

Mr. Green: The main line extends from Hope to Alexandria, a distance of 194 miles, with a branch running from

Minden, Louisiana, to Shreveport, Louisiana, 30 miles; another branch from Packton, Louisiana, to Jonesville, Louisiana, a distance of about 53 miles.

Mr. Sheean: I think you said you had about 40 engineers and about 40 firemen?

Mr. Green: Yes, sir.

Mr. Sheean: And will you describe briefly what the traffic is on this line, and the manner in which it is ordinarily handled?

Mr. Green: A large proportion of our traffic is local traffic, which originates on our own road. The sources of traffic are continually changing, and on that account it is impracticable to so locate the terminals that they will stay located. The result is that on our road, which is in the development stage, we have to run a very high percentage of turn-around runs and the turn-around provisions of the proposed schedule will bear with especial severity upon a road situated as we are. We are in the development stage and our terminals, of course, are not large cities.

Mr. Sheean: Well, you spoke of the turn-around provision of the proposed schedule. I have not found any turn-around provision in the proposed schedule.

Mr. Green: The automatic release and tie-up, I should have said.

Mr. Sheean: Just give us a few examples of your operation in turn-around service down there, how you do, when the men leave and what they do.

Mr. Green: At Minden, Louisiana, most of our men have their headquarters and the trains are operated out of Minden. We have a gravel pit, located about three miles south of Minden, and at certain times of the year we operate quite a good many gravel trains from that pit into Shreveport. This is commercial gravel. The practice is to call the crew which takes the engine and the caboose down to the pit, picks up a train and comes back through the terminal again, on the turn-around going to Shreveport. At other times, we have a crew which starts out from Minden and goes to a log camp, 44 miles south of Minden, and comes back with a train. Sometimes the requirements of the traffic are such that that train has to run through Minden, on its way back. We are faced with the alternative, under this proposed arrangement, of relieving the crew each time it comes

through Minden, and of paying two days' pay, 200 miles compensation for a turn-around run of 88 miles, which, perhaps, consumes eight or nine hours?

Mr. Sheean: Your present schedule, Mr. Green, is made up on an hourly and a trip basis, very largely?

Mr. Green: Yes, sir.

Mr. Sheean: The provisions of that schedule have been summarized here in Exhibit A, and, speaking generally, the freight service is handled upon an hourly basis of pay, is it not?

Mr. Green: Yes, sir.

Mr. Sheean: About what is the proportion of your turn-around service, as compared with what would be known as through service on larger lines?

Mr. Green: It varies from month to month. There are seasonal fluctuations, but I should say, on an average, it would be about 50 per cent.

Mr. Sheean: About 50 per cent of your present freight service is on a turn-around basis?

Mr. Green: Yes, sir.

Mr. Sheean: Give us some of the points there that are run as turn-arounds, and tell us when the men start and when they get through, and what they earn under present conditions, and what they would earn under this proposal.

Mr. Green: We have crews that make turn-arounds, of 44 miles each way. That is from Minden to Chestnut and return. Those are what we call log trains. They handle logs. We have turn-around runs from Minden to Pats Pit, a gravel pit; from there to Shreveport. Sometimes they make a double turn.

Mr. Sheean: What is the distance of that?

Mr. Green: When they make the double turn it is about 126 miles. We have turns between Minden and Taylor, Arkansas.

Mr. Sheean: On that double turn, where now they make 126 miles, and are paid 1.26 times the daily rate, you, under this proposition would have to pay them for four days' time?

Mr. Green: We would have to pay them—

Mr. Sheean: On a double turn-around?

Mr. Green: On a double turn-around, we would pay them four days' time, yes, sir.

Mr. Sheean: Together with the various splitting up of the service into preparatory time and terminal delay, and four days in road service?

Mr. Green: Intermediate switching and all of those requirements.

Mr. Sheean: You handed me a memorandum, Mr. Green, about one or two round trips between Shreveport and Minden, an engineer in passenger service, I believe.

Mr. Green: Yes, sir.

Mr. Sheean: Tell us about that run, the way it is run now, what the man does and what he gets?

Mr. Green: He goes on duty at 9 o'clock in the morning, with a three car passenger train, runs thirty miles to Minden, makes connection with two main line passenger trains, turns at Minden, and returns to Shreveport, ties up and goes to dinner.

Mr. Sheean: At what time?

Mr. Green: 12:55; he usually ties up about 1:20. Then he is off until about 4 o'clock.

Mr. Sheean: And at 4 o'clock, what does he do?

Mr. Green: He makes the same kind of a turn again, returning to Shreveport and tying up about 8 o'clock, or 8:15 at night. He is at home for every meal, and at home every night for his lodging.

Mr. Sheean: And what is paid now, for that run?

Mr. Green: The engineer receives \$4.35 a trip, with overtime, if he works overtime.

Mr. Sheean: Well, during a month of operation, if that train is on time, what do you pay that engineer, excluding the question of overtime?

Mr. Green: \$130.50 for a thirty day month.

Mr. Sheean: And under the proposal here, what would the monthly wage of the engineer be?

Mr. Green: For the month of October, the conditions existing then applied to the proposed basis, the engineer would receive \$616.05.

Mr. Sheean: Now, that branch is as far as the railroad runs, is it? The length of the branch is thirty miles?

Mr. Green: Yes, sir.

Mr. Sheean: From there down, to make a main line con-

nection and making two round trips a day, is the only feasible way of operating that branch, is it?

Mr. Green: That is the only way it can be operated, as long as the public requires the service which we are now required to furnish.

Mr. Sheean: That service is required, is it not, passenger service, by the commission of that state?

Mr. Green: Yes, sir.

Mr. Sheean: That train has to be run?

Mr. Green: Yes, sir.

Mr. Sheean: And those are the terminals or the ends of the run, as fixed by the physical condition of that railroad at the present time?

Mr. Green: Yes, sir.

Mr. Sheean: Now, you have some straight away passenger runs of some considerable length on that road, have you, Mr. Green?

Mr. Green: Yes, sir, we have two runs between Hope and Alexandria, a distance of 194 miles.

Mr. Sheean: And how is that run made that distance of 194 miles, and what kind of a train do you operate there?

Mr. Green: An engine and three steel cars, leaving Hope in the morning and Alexandria in the morning, and reaching the opposite terminal in the afternoon.

Mr. Sheean: What length of time is taken in that run?

Mr. Green: It will average about nine hours.

Mr. Sheean: About a nine hour run?

Mr. Green: Yes, sir.

Mr. Sheean: What is the engineer paid on that run now?

Mr. Green: \$7.20 a trip.

Mr. Sheean: For a run of 194 miles?

Mr. Green: Yes, sir.

Mr. Sheean: But under this proposal, the pay that the man would receive for 120 miles on this turn-around service on the branch, would be considerably higher than the straight-away run of 194 miles?

Mr. Green: Yes, sir.

Mr. Sheean: Because of the application of the Automatic Release rule?

Mr. Green: Yes, sir.

Mr. Sheean: Where is your main freight terminal located, Mr. Green?

Mr. Green: At Minden, Louisiana.

Mr. Sheean: What proportion of the employes of the road live there?

Mr. Green: I cannot give the exact figures, but by far the largest proportion; I think perhaps 80 to 85 per cent.

Mr. Sheean: Are all of these turn-around runs that you speak of, or a good many of them, arranged with reference to the convenience of the men who live at Minden?

Mr. Green: Yes, sir.

Mr. Sheean: Tell us what some of these turn-around runs are. You gave one or two.

Mr. Green: We make a turn from Minden to Chestnut and return to Minden for logs.

Mr. Sheean: That is a distance of how much?

Mr. Green: 88 miles for the round trip. We make other turns from Minden to Grace, Louisiana.

Mr. Sheean: What is the distance there?

Mr. Green: 59 miles each way. We make turns from Minden to Fay, Louisiana.

Mr. Sheean: What is the distance?

Mr. Green: 64 miles, each way. We make runs from Minden to Stamps, Arkansas, which is 55 miles each way.

We make runs from Minden to Shreveport, Louisiana, which is 30 miles each way; we make runs from Minden to Spring Hill, Louisiana, which is 30 miles each way.

Trains from Minden to Taylor, Arkansas, which is 37 miles each way.

Mr. Sheean: You handed me, Mr. Green, a memorandum indicating that of your total runs there you had 253 straight-away runs as against 257 turn-around runs, the way that you averaged at the present time. Is that substantially correct?

Mr. Green: That was the condition for October, 1913, yes, sir.

Mr. Sheean: October, 1913?

Mr. Green: Yes, sir.

Mr. Sheean: And have conditions changed in any marked degree since that time?

Mr. Green: Not materially. They have changed for the

worse, if anything. We are running a higher ratio of turn-around runs now, I believe, than we did then.

Mr. Sheean: I will just read this into the record as a part of Mr. Green's testimony, that he has identified. It is as follows:

STATEMENT SHOWING NUMBER OF STRAIGHT-AWAY
AND TURN-AROUND RUNS MADE IN THE
MONTH OF OCTOBER, 1913.

Class of Service	St.-Away Runs	Turn-Around Runs	Meals Away Home on Tar Runs
Passenger	92	93	125
Way Freight	99	111	154
Through Freight ...	62	53	95
Total	253	257	374

AVERAGE MEALS AWAY FROM HOME PER TRIP ON
TURN-AROUND RUNS.

Passenger	1.34	Through Freight	1.79
Way Freight	1.39	Total	1.45

Now, is there any way, in your judgment, Mr. Green, as a practical operating man by which the railroad of which you are general manager can operate under this automatic release rule without bringing about these excessive payments that have been mentioned here, other than to cause a change in the terminals of the road?

Mr. Green: I have given it considerable thought, and there is no way by which that can be attained except by changing terminals, and then only partial results can be obtained when that is done.

The sources of the traffic on our road are such that if a re-establishment of the terminals was made it would only last temporarily. For instance, when a gravel pit is worn out, abandoned, a new one has to be found. A new terminal would, therefore, have to be created. Therefore, it would be uneconomical to establish what would ordinarily be considered terminals at these temporary sources of traffic.

Mr. Sheean: Just what do you mean by this commercial gravel that you spoke of, Mr. Green?

Mr. Green: Gravel which is used for good roads purposes, for paving, for ballasting; that is, not ballasting on our own road, but commercial ballast.

Mr. Sheean: And the operation of the trains to these gravel pits owned by outside parties not connected with the railroad company?

Mr. Green: No, sir, they are outside people entirely.

Mr. Sheean: The manner in which you have described that is somewhat similar to what has been spoken of as mine run service, or are you familiar with what is known as mine run?

Mr. Green: Yes, the same would apply, I would think, to the log service.

Mr. Sheean: On these turn-around runs, the provision is made on the hourly basis in your schedule, for the payment of the men on an hourly basis; and in case the miles exceed more than 100, to pay them a certain increase above the hourly rate?

Mr. Green: We have only two runs where the hours would be less than the miles, and in that case we made a little separate adjustment, to the end that if the man made the miles in less than the hours, that he would receive 12 hours and a half for running the 125 miles, even though he ran it in less than twelve hours and a half.

Mr. Sheean: What has been the change, if any, in the matter of increased train loading on your road?

Mr. Green: Our train load for the fiscal year ending June 30, 1906, our net train load was 366 tons. For the fiscal year ending June 30, 1914, it was 374 tons. We have made an increase of 8 tons per train.

Mr. Sheean: What per cent of your train loading?

Mr. Green: A little over 2 per cent; 2.18 per cent.

Mr. Sheean: Are there any other peculiarities about your condition or operating down there, Mr. Green, that you think accentuate the difficulties that all roads would have which have turn-around service of any character?

Mr. Green: There is a peculiar condition that applies not especially to our road, but conceivably to any road with a light density such as we have. We have switch engines at but two terminals. At all other terminals, the road crews make up their own trains and do the terminal work. The penal clauses

in the proposed rates would not operate as a spur to us to have the train ready to leave at the time the crew was called. The train would still have to be made up until the time arrived when there would be enough trains to make up in a day, to justify the employment of a switch engine. Therefore, the application of those clauses would work an especial hardship upon a road situated such as we are, or upon any road where the traffic density was not such as to justify the employment of switch engines at places where trains are made up.

Mr. Sheean: Under your schedule, I believe you pay the men on the hourly basis, from 30 minutes prior to the time that they are called to depart?

Mr. Green: Yes, sir.

Mr. Sheean: And in the computation of their time the computation begins 30 minutes prior to the time called for the train to depart?

Mr. Green: Yes, sir.

Mr. Sheean: And whether that be done in switching or in making up their train, or in road running, they are paid by the hour, from the beginning to the ending of their day's work?

Mr. Green: Yes, sir.

Mr. Sheean: Where are these switch engines maintained?

Mr. Green: At Stamps, Arkansas, and Minden, Louisiana.

Mr. Sheean: I think you said you had three engines, a day and night engine—

Mr. Green: We have a day and night engine at Minden, but we have only a day engine at Stamps.

Mr. Sheean: Those are the only points on the line where you have switch engines?

Mr. Green: Yes.

Mr. Sheean: That same condition that you described there would obtain, of course, on branch line roads, or any road where the density of traffic was light?

Mr. Green: Yes, sir.

Mr. Sheean: How long has this road been in operation, Mr. Green?

Mr. Green: Fourteen years, I believe. Not of this mileage, however. Some of the mileage has been put in operation within the recent past. Twenty-three miles of it the first of September, 1913; 30 miles of it the first of January, 1910; about

40 miles of it the first of July, 1906, and similar increases in the mileage about every three or four years prior to that time.

Mr. Sheean: Applying the request as made here to the operating conditions of this railroad as it was operated, what percentage of increase does it bring about on your road?

Mr. Green: I will have to ask for the figures. I don't recall.

Mr. Sheean: You need not take any time on that. It is shown in one of the exhibits that have already been introduced, and it is a mere matter of reducing it to a percentage relationship. It is shown on page 5 of Exhibit 3, I think, line for line, as to what the total expense is. Mr. Green, there has been introduced here, I don't remember which exhibit it was, but in one of the later exhibits introduced by the men, some comment upon a change of home terminals recently made on the Louisiana & Arkansas. Have you looked at that statement since you have been here?

Mr. Green: Yes, sir.

Mr. Sheean: What are the facts with reference to any recent change in terminals there, and how many men it affected?

Mr. Green: The business depression struck us at the same time some conditions in our sources of traffic became changed, and a reassignment of the runs became necessary. A saw mill at Spring Valley, Louisiana, which we had supplied with logs for years past, constructed a log road of its own, and hauled its own logs, which did away with the necessity of our hauling about 25 carloads of logs a day, for that mill. At the same time, a saw mill at Cotton Valley, Louisiana, cut out, and the haul on eight or nine carloads of lumber a day stopped, and that, with the general decrease in business, resulting from the depression, resulted in a very large decrease in the amount of traffic that was available for our trains between Minden, Louisiana, and Hope, Arkansas, to haul.

At the same time, we started the movement of several thousand carloads of oil, gasoline, kerosene and fuel oil, which came to us from the Frisco at Hope, Arkansas, en route to New Orleans, via Alexandria.

The condition which resulted from those circumstances was that we had two local trains between Minden and Hope, Arkansas, with practically nothing to do; but the train which was

operated between Winnfield, Louisiana, and Alexandria, Louisiana, on account of this oil movement, had more than it could handle. We therefore decided to take off a local crew north of Minden, and to apply that train mileage on the condition south of Winnfield. So that when the new time-table was made as of November 25, 1914, we took off a local crew north of Minden and put on that crew south of Winnfield. The changes in men, as I figure it—I may have figured it incorrectly, but as I figure it, the net result was this: There was one crew pulled off and one crew put on; one crew with home terminal changed; two crews no change whatever; and two crews with no change in the home terminal.

Mr. Sheean: The one crew whose home terminal was changed was changed from what point to what point?

Mr. Green: It was the crew which formerly had its home terminal at Minden, Louisiana, and his run was abolished, so all he could do would be to exercise what rights his seniority would then give him in taking some other run. I don't know whether he took the run south of Winnfield or not; I don't remember.

Mr. Sheean: But if he took the run south of Winnfield, that would not change his home terminal?

Mr. Green: Yes, it would.

Mr. Sheean: Change his home terminal to Winnfield?

Mr. Green: Yes.

Mr. Sheean: But whatever exercise of seniority there was, the net result would bring about a change in the home terminal of one of the crews?

Mr. Green: It would change the home terminals of one of the crews, yes, sir.

Mr. Sheean: Is that the only recent change that has been made on the Louisiana & Arkansas?

Mr. Green: That is the only change in terminals that I know of in five years.

Mr. Sheean: Did you say (if you did I did not get it, Mr. Green) what percentage of your men now live at Minden?

Mr. Green: I said I could not give the exact per cent, but I would say it was approximately 80 per cent or 85 per cent.

Mr. Sheean: And is there any way in which this large percentage of your men can keep their home at Minden and operate

that railroad unless you be permitted to operate under some reasonable turn-around rule?

Mr. Green: No way in which I could figure it.

Mr. Sheean: Is this town of Minden a satisfactory place for the men to live, and is it their desire that they continue to live in this place rather than change their terminals to some other point?

Mr. Green: I, of course, am not authorized to speak as to their desires, but a great many of them have their homes there, and the social and educational advantages of Minden are the best of any town on our line, so I presume none of them would be anxious to leave Minden.

Mr. Sheean: Is there any other special feature pertaining to this railroad to which you wish to call attention, Mr. Green?

Mr. Green: None that I think of.

Mr. Sheean: And these conditions that you speak of as to difficulties as to turn-around service are more pronounced upon your line than upon larger lines, and, of course, exist on any line that has branch lines or light traffic?

Mr. Green: Yes, sir.

Mr. Sheean: That is all.

CROSS-EXAMINATION.

Mr. Stone: You spoke of this man on passenger who was home every night and for every meal. Do you think he should work for less money because of that?

Mr. Green: I think one way for him to save money is to save his living expenses, and he could live cheaper at home than he could away from home.

Mr. Stone: Then, if that theory is correct, would you also approve of the theory that the man who scarcely ever gets home should be paid a higher rate because of that fact?

Mr. Green: I have not given the question much thought, and I would hardly care to express an opinion of that kind, offhand.

Mr. Stone: I think you stated that your passenger traffic was nearly all local traffic. Is that correct?

Mr. Green: Passenger?

Mr. Stone: Passenger traffic.

Mr. Green: Yes, sir.

Mr. Stone: What is the local passenger rate in Louisiana?

Mr. Green: Three cents.

Mr. Stone: So on account of having local traffic you get the benefit of the three cent local rate in your state?

Mr. Green: Perhaps half of our passenger earnings arise from traveling men, who travel on a $2\frac{1}{2}$ cent rate. They use mileage. So our rate is considerably less than 3 cents, our average rate for Louisiana.

Mr. Stone: But you do have the advantage of getting a high local rate because it is intrastate traffic?

Mr. Green: Yes, sir.

Mr. Stone: So that is one advantage that your road possesses. You spoke of those short turn-around trips. Just how much would an engineer get who made one of those thirty mile turn-around trips and did it within two hours?

Mr. Green: You mean on our present basis, or on—

Mr. Stone: On your present basis of pay.

Mr. Green: He would receive a minimum of ten hours.

Mr. Stone: Do you pay a minimum of ten hours?

Mr. Green: Yes, sir, in all cases.

Mr. Stone: Is it in your schedule?

Mr. Green: Yes, sir.

Mr. Stone: I thought you paid simply straight on an hourly basis.

Mr. Green: No, sir. We pay a minimum of ten hours. Sometimes we pay a minimum of $12\frac{1}{2}$ hours.

Mr. Stone: That is when he runs 125 miles for you?

Mr. Green: Yes, sir.

Mr. Stone: And if he gets in the 125 miles before $12\frac{1}{2}$ hours, he switches to make out the day?

Mr. Green: We don't have him do any work unless it is necessary that work of that kind be done.

Mr. Stone: Certainly, I understand that. But the fact remains he can run the 125 miles in the 9 hours, and switch three hours at the terminal, and he will still be paid for 125 miles?

Mr. Green: I never have known of those crews to switch three hours at a terminal.

Mr. Stone: Did you ever know of a crew to get over those 125 miles in nine hours?

Mr. Green: I don't believe they have made it in less than ten hours, ordinarily, on our road. We have some slow track a good deal of the time.

Mr. Stone: What rate of pay are you paying the switch engineers.

Mr. Green: Four dollars and twenty cents.

Mr. Stone: For twelve hours.

Mr. Green: That is \$4.20 a day—looking at it in one way it is 12 hours. He is paid for the hour at noon that he gets, and for the half-hour coming out in the morning, and for half an hour putting away his engine at night. That makes the two hours, but actual switching, he actually switches ten hours.

Mr. Stone: But it is on a twelve-hour schedule, is it not?

Mr. Green: Yes, it can be so construed.

Mr. Stone: So you are really only paying 35 cents an hour.

Mr. Green: We are paying \$4.20 for ten hours' switching.

Mr. Stone: But the man is putting in twelve hours.

Mr. Green: Well, it can be so construed.

Mr. Stone: In regard to these road crews doing this terminal switching and you having no switch engines, is it not a fact that you are having done by your road crews what other roads are using either switch crews or switch engines to do? You are getting your switching done by your road crews, are you not?

Mr. Green: What little there is to do; we have but very little switching, and, of course, there is not enough to justify the employment of a switch engine, but in all cases where there is enough switching to justify operating a switch engine as many as seven hours a day, we put on a switch engine.

Mr. Stone: Then the question of terminal delay would not be a very prominent factor in the operation of your road?

Mr. Green: It would not be any factor at all, in so far as the effect of that rule as a penal provision would be. We would be out the money for such switching as we did have, and the men would receive no benefits in the way of being relieved of a service which was repugnant to them.

Mr. Stone: But they would be relieved of throwing it in for good measure, would they not?

Mr. Green: If such a nefarious practice is indulged in, I presume they would.

Mr. Stone: By whatever name they call it, it would still smell just as sweet to the man after he gets in off the trip. You can call it nefarious practice, if you like. Is it not a fact, that with the change of your timetable, effective on November 25, 1914, the terminal of every engineer and fireman in freight service, on your entire railroad, was changed, with the exception of one?

Mr. Green: No, sir, that is not a fact.

Mr. Stone: Mr. Chairman, with your permission I should like to read a letter into the record. This is addressed to me and is in reply to a circular letter I sent out under date of December 21st, after we adjourned here, asking in regard to moving of terminals. This is dated December 28th, 1914.

"Replying to your letter of the 21st, in regard to the changing of terminals, this to advise that the Louisiana & Arkansas Railway changes their terminals so often that it keeps the men continuously on the move. This company has never paid any employe for his property, and they will not even furnish them deadhead rates on their household goods. The men have to pay freight on their goods, whenever they move. The last time card, which was November 25, 1914, changed the terminal of every freight run on the road. It takes every freight man on the road away from home, unless he moves, except one."

That is signed by the engineers on the Louisiana & Arkansas Railway.

Just what is the object of your testimony, Mr. Green? Are you trying to show that your road is not in the same class as these other roads, or are you trying to show that your road is financially unable to stand these increases requested?

Mr. Green: The object was to show that requirements of a general character, having reference to a developed and well settled condition, would apply with special severity to a road like ours, in the development stage and would discourage the construction of new roads in country which requires development.

Mr. Stone: Then, I understand you do not take the position that you are not financially able to pay this increased request, but you simply wish to show that you think it works more

of a hardship upon your road than it does on the other lines in the movement?

Mr. Green: Would work an injustice upon us, as well as on all lines similarly situated.

Mr. Stone: But regarding the question of finances, your road is financially able to pay, is it not?

Mr. Green: I am not well posted as to our financial condition. I presume if the other roads could do it, that we could.

Mr. Stone: You spoke of your road being in the elemental stage; is it not a fact that your road has been built some fourteen years?

Mr. Green: The oldest part of it has been built about fourteen years; some of it has been built and in operation only a year—a little over a year.

Mr. Stone: But during that time, it has developed a long ways along certain lines. It has been reorganized some three or four times, has it not?

Mr. Green: No, sir, not to my knowledge.

Mr. Stone: Are you familiar with the financial history of the road?

Mr. Green: I am, to a slight extent, since my identification with the road eight years ago. Prior to that time I know very little of it.

Mr. Stone: Has it ever shown a net revenue, during all the years of its operation?

Mr. Green: Yes, I think it has shown some net, every year.

Mr. Stone: I think that is all, Mr. Green.

Mr. Burgess: Mr. Chairman, I would like to ask a question.

The Chairman: All right.

Mr. Burgess: Mr. Green, I find myself somewhat confused in regard to your answers to Mr. Stone. If I remember correctly, you stated that the road crews did the switching, on arrival and before departing; is that correct?

Mr. Green: At places where trains are made up, where no switch engine is employed, the road crews do the switching.

Mr. Burgess: And you stated that when they arrived on this 125 mile run, that they did what little switching there was to do, if necessary. Is that right?

Mr. Green: Yes, sir. I used the adjective "little" in the

sense that there was not enough to do to justify the employment of a switch engine.

Mr. Burgess: So, that we will fully comprehend your meaning, how would you define "little"? How many minutes would you think a crew should switch, in order for it to be properly known as "little switching"?

Mr. Green: I can perhaps illustrate that. At Shreveport, Louisiana, we have one crew which pulls three or four tracks and switches, perhaps an hour every day, to make up their train, and when the train gets back to Shreveport he switches perhaps another hour, before he ties up. I would consider that as a little switching, in the sense that there would be only two hours' switching at that terminal, all day long, which would not justify the employment of a regular switching crew to relieve the road crew of the necessity of doing that work.

Mr. Burgess: Well, are you prepared to state, Mr. Green, that crews do not switch as much as three or four hours on your line?

Mr. Green: We have a local crew which switches sometimes as much as three hours a day, at Alexandria, but that local crew only runs 49 miles a day, and is, therefore, you might say a traveling switch engine.

Mr. Burgess: Is it not a fact, Mr. Green, that some of your crews on through freight, switch as much as one hour and a half or two hours before starting out on their run?

Mr. Green: Not to my knowledge. An hour is about the maximum, as far as my observation has gone.

Mr. Burgess: Well, Mr. Green, do you recall some of the testimony that was introduced at the Arbitration hearing in Texarkana, at the time that we held the Arbitration?

Mr. Green: Yes, I recall the testimony.

Mr. Burgess: Do you recall making any statement there, as to the financial condition of the Louisiana & Arkansas Railroad?

Mr. Green: No, I don't, at this time.

Mr. Burgess: Is it not a fact that your opening statement, before Judge Levy, gave a very exhaustive statement as regards the financial condition of the Louisiana & Arkansas?

Mr. Green: That has been so long ago, Mr. Burgess, I don't remember just what was said at that time. I do not recall

any reference to the financial conditions at that time, right now.

Mr. Burgess: That is all.

RE-DIRECT EXAMINATION.

Mr. Sheean: Mr. Green, if the road crew in any of these instances that Mr. Burgess has asked about, switched one hour, or half an hour, or five minutes, they are paid for it under your schedule, are they not?

Mr. Green: Yes, sir.

Mr. Sheean: And the schedule not only covers the payment for the time that they are switching, as well as on the road, but pay on the hourly basis of 30 minutes prior to the time for the departure of their trains?

Mr. Green: Yes.

Mr. Sheean: And in the practical operation of that road, on these short lines, where switch engines are not maintained, the men are paid the same rate per hour, from the time they start to work until they finish?

Mr. Green: Yes, sir.

Mr. Sheean: Now, Mr. Stone asked you about the high passenger rates that you are getting down in Louisiana. About what are your passenger earnings per train mile, on that line of road?

Mr. Green: The last figures that I had were November, 61 cents a train mile.

Mr. Sheean: Per train mile?

Mr. Green: Yes.

Mr. Sheean: What is your average passenger train there?

Mr. Green: Two coaches and a combination baggage, mail and express car.

Mr. Sheean: And for the hauling of those three cars and the engine, you get about 61 cents per train mile, in the passenger service?

Mr. Green: Which we figure is considerably less than the service costs us.

Mr. Sheean: Well, about what part of all that you get out of it is expended in paying the engineer and the fireman and the train crew, for operating there?

Mr. Green: And the fuel.

Mr. Sheean: Well, outside of the fuel, about how much

of that 61 cents per train mile goes to the compensation of the engineer, fireman, the train crew—the gross receipts that you take in on your passenger run?

Mr. Green: A very large percentage, I think something over one-half of it goes to the crew.

Mr. Sheean: I think that is all.

RE-CROSS EXAMINATION.

Mr. Stone: Just a minute, Mr. Green: I am particularly interested in that 61 cents per train mile and your statement that half of it goes to the crew. Is that net or gross, that 61 cents?

Mr. Green: That is the passenger earnings per revenue passenger train mile.

Mr. Stone: And you make the statement that over 30 cents of that goes to the crew, per train mile?

Mr. Green: I have not the figures with me. I said I thought it would be over 50 per cent of the amount would go to the crew—the direct train expenses.

Mr. Stone: Well, you pay your engineer 3.7 cents per mile?

Mr. Green: Yes, sir.

Mr. Stone: What do you pay your fireman?

Mr. Green: About 66 per cent of that.

Mr. Stone: What do you pay your conductor?

Mr. Green: He gets about \$162 a month.

Mr. Stone: He is getting standard pay, is he not?

Mr. Green: Not quite standard; standard would be \$165 for that mileage. Would lack that much of being standard.

Mr. Stone: One hundred and sixty-two dollars?

Mr. Green: Yes, sir.

Mr. Stone: He is within \$3 of standard?

Mr. Green: Yes, sir.

Mr. Stone: What do you pay the brakemen?

Mr. Green: Well, they receive \$44 a month apiece, two brakemen, and we have a baggageman who receives \$71.50, I think it is. I won't be sure about that.

Mr. Stone: Seventy-one dollars and fifty cents?

Mr. Green: Yes, sir.

Mr. Stone: That is about \$160 for the baggageman and two brakemen, and \$160 for the conductor, \$320. What mileage do they make for that?

Mr. Green: They make right at 6,000 a month.

Mr. Stone: That figures a little over 5 cents a mile for those. 3.7 cents for the engineers, and about $2\frac{1}{2}$ cents for the fireman; I guess about 10 cents would let the whole thing out for train miles; 12 cents would be a big margin. That lacks a whole lot of being 50 per cent of 61 cents, per train mile.

Mr. Green: Perhaps you misunderstood me or I misunderstood you; I didn't say that that amount alone included that. I said the direct train expenses, the expenses of direct passenger train operation, which would include the wages of the coach cleaners, the wages of the men who coal these engines, and who watch them at night, and hostle them, the engine house expense, the fuel burned on those locomotives and items of that character.

Mr. Stone: Coming back to that question of those crews that handle that commercial gravel, is it not a fact that a good deal of your gravel out of these pits is handled by so-called work trains?

Mr. Green: None.

Mr. Stone: It is all freight crews?

Mr. Green: All revenue crews. We have a provision in our schedule that when work trains handle commercial gravel, they will get the commercial rate, so we usually confine the work trains to the handling of company ballast only.

Mr. Stone: Is 61 cents per train mile a very good rate as compared with other roads throughout that territory?

Mr. Green: My information is that it is very light, as compared with the other roads in that territory.

Mr. Stone: Why does your exhibit that they put up here, show such an enormous increase for hostlers on your road? Didn't you have any before?

Mr. Green: We had no hostler, no. We have no hostlers now.

Mr. Stone: You show present wages, \$210 for hostlers.

Mr. Green: That is for the comparative purpose, and it represents the proportion of the time of the men who have joint duties to perform, in the performance of hostling service. We

have men at terminals who move the engines when it is necessary to move them from the cinder pit to the coaling platform, or to the water standpipe, and that represents the proportion of the time of those joint men chargeable to hostling engines.

Mr. Stone: And that man at the present time is simply paid a watchman's wage, is he not?

Mr. Green: The conditions vary at different terminals. We have in some instances a machinist who hostles the engine. At other places the roundhouse foreman does it, and at another place we have the man who is working on the cinder pit, who does it.

Mr. Stone: Yet in your exhibit here you show an increase from \$200 to \$1,700 for hostlers alone.

Mr. Green: Yes, sir, that is the way we understand the application of the provision as it is in the demands as at present presented.

Mr. Stone: You understand, of course, where there are less than six engines handled in each twelve hours, that there are no hostlers required?

Mr. Green: Yes, sir.

Mr. Stone: At many of your terminals you don't have six engines in twelve hours, do you?

Mr. Green: In a majority, or in a great many we do not have that many.

Mr. Stone: Then you would not require any hostlers at all at those points, would you?

Mr. Green: No, sir. The principal cause of the increase, I might say, is due to the fact that an engine in and an engine out is counted as two engines; and that means at places where as many as three engines in twenty-four hours pass through the roundhouse, that we would have to employ a hostler. We have several instances of that kind, and that is the principal cause of the increase shown in our statement.

Mr. Stone: But this present \$200 that you show, or \$218, is simply an estimated account of part of the wages paid another man for your duties?

Mr. Green: It is the distribution of those men's time, and, of course, as distributions are not always exactly accurate, it may contain some inaccuracies. It is approximately, as nearly as we can get at it.

Mr. Stone: Well, for example, if a machinist were required to move one engine from the cinder pit down to the coal dock, perhaps 100 yards away, requiring a total time of five minutes, how would you estimate his wages and charges for that particular time?

Mr. Green: We would estimate it five-twelfths of the hour, at the machinists' rate.

Mr. Stone: And do the machinists get time and a half for overtime in your part of the country?

Mr. Green: Yes.

Mr. Stone: So he gets the benefit of the high machinists' rate in that particular place in your estimate.

Mr. Green: If he is working at overtime rates at the time this service was performed, he would.

Mr. Stone: That is all.

Mr. Shea: Mr. Green, assuming that the request of the engineers and firemen and hostlers is granted by this Board, how many hostlers would you be required to employ on your road?

Mr. Green: I would have to count them up. We would have to have a hostler day and night at Hope, Arkansas.

Mr. Shea: What have you there now? You don't mind, if as he goes along, he tells what there is at that place now?

Mr. Shea: Yes.

Mr. Green: The day and night foremen handle the engines at that place now.

Mr. Shea: At that point, at Hope?

Mr. Green: At Hope.

Mr. Shea: One day and one night?

Mr. Green: We would have to have one day and one night hostler under the proposed arrangement. At Minden, Louisiana—

Mr. Shea: Wait a minute. How many engines are handled at Hope?

Mr. Green: Daytimes there are two passenger and one freight, and at night—that would be six under your method of accounting.

Mr. Shea: You understand the rule, do you not?

Mr. Green: The interpretation that I have received on the

rule is that an engine into the roundhouse and the same engine out of the roundhouse is two engines.

Mr. Shea: Yes.

Mr. Green: We would have, on that basis, six engines to handle, which would be the engines for three trains, days, at Hope, and for whatever trains at night.

Mr. Shea: Now, the next point.

Mr. Green: Would be at Minden, Louisiana.

Mr. Shea: How many hostlers, days?

Mr. Green: We would have to have—well, I figured one hostler, days, there. There are more than six engines handled there, but as I understand it, if a man could handle twenty we would only have to have one hostler.

Mr. Shea: That is all.

Mr. Green: We would have to have a day and a night hostler at Minden.

Mr. Shea: Now, the next point.

Mr. Green: We would have to have a man who would work partly days and partly nights at Shreveport, Louisiana. His hours would have to be arranged so that he would work about half and half.

Mr. Shea: Half a man days?

Mr. Green: Yes.

Mr. Shea: And half a man nights?

Mr. Green: Yes.

Mr. Sheean: Tell us about that, how are you going to arrange that?

Mr. Green: Well, I suppose it would be arranged for him to go to work at about 11 o'clock at night, and work until 9 o'clock the next morning; if that is permissible, one hostler would do.

Mr. Sheean: I just want to get the idea.

Mr. Shea: How many engines are handled at Shreveport?

Mr. Green: Three regular and an extra every now and then.

Mr. Shea: In each twelve hours?

Mr. Green: Yes, sir. No, not in each twelve hours, that would be in the twenty-four hour period.

Mr. Shea: Well, the rule says, "At points where an aver-

age of six or more locomotives are handled within twelve hours, day or night hostlers shall be maintained."

Mr. Green: That would require us to maintain a hostler at Shreveport?

Mr. Shea: One hostler, days.

Mr. Green: No. It would be between say 11 o'clock at night, and 9 o'clock in the morning, if that would be considered a twelve-hour period.

Mr. Shea: Then that would be only one hostler at Shreveport?

Mr. Green: That would be one hostler at Shreveport.

Mr. Shea: Now, the next point.

Mr. Green: At Winnfield, Louisiana, we would have to have a night and a day hostler.

Mr. Shea: How many locomotives are handled at that terminal?

Mr. Green: There are five—that is, ten regular locomotives and a few extras.

Mr. Shea: What other point?

Mr. Green: Alexandria, Louisiana, one hostler.

Mr. Shea: Days?

Mr. Green: Days, yes, sir.

Mr. Shea: Any nights?

Mr. Green: None nights.

Mr. Shea: What is the next point?

Mr. Green: At Jena, Louisiana, one hostler, days.

Mr. Shea: Would that engine be handled six times?

Mr. Green: There would be six engines handled there. Let us see, there would be six engines regularly handled there within a twelve-hour period, and occasionally an extra engine.

Mr. Shea: Now, then, the next one.

Mr. Green: That is all that I recall.

Mr. Shea: Now, that would cost your road for the month of October, 1913, \$1,714.30.

Mr. Green: That is the way we interpreted the rule.

Mr. Shea: That is all, Mr. Green.

Mr. Nagel: Mr. Green, didn't I understand you to say that you did not move your terminals very often?

Mr. Green: Yes, sir.

Mr. Nagel: Didn't I understand the engineers to write

that that is one of the chief occupations of the road, to move terminals?

Mr. Green: They wrote that, and if it were not for the fact—

Mr. Nagel: Is there any way of reconciling those statements?

Mr. Green: If it were not for the fact that it is unfair, because they are not here, I would like to have them produce their evidence. They make a broad, general statement, and my evidence has been specific, and I would be very glad to have an opportunity to compare notes with them, to the end that the truth about this matter should come out. We have nothing to conceal, and we would be very glad to get down to specific facts, instead of relying upon general allegations.

Mr. Nagel: Well, inasmuch as the letter was read, I was surprised that no further notice was taken of that. I wanted to know what your answer was.

Mr. Green: I thought it might be discourteous to them to deny it if they were not here.

Mr. Stone: You will also find it in our Exhibit 55, on page 11. We make the same statement there in regard to the Louisiana & Arkansas Railway.

Mr. Sheean: Well, that is taken from the same letter.

Mr. Stone: In view of the fact that Mr. Green's testimony is directly contrary, I shall be very glad to take it up with the engineers and have them give me specific cases and dates when these terminals were moved.

Mr. Sheean: I understood the statement there to be that this one on November 25th, 1914, which as stated in the letter had caused every man in through freight service, but one, to change his terminal, is stated by you to be the reverse, and that one man caused a change in home terminal.

Mr. Green: I think I can throw some light on that, Mr. Sheean. It has just come to me how that evidently arose. I think our engineers have had a case of mistaken identity. A man whose run was abolished by the north end local run, which I mentioned a while ago, was one of the oldest men we had in our freight service. When his run was abolished, owing to the operation of the seniority rule, he could bump any man younger than he was, and of course, it was just like a lot of

dummies. Each man would commence bumping, and every man would allemand left and grand right and left. That was not due to the fact the terminals were changed, but due to the fact that seniority prevailed.

Mr. Nagel: I thought probably when you got together in the same room there would not be a serious difference about the change of terminals.

Mr. Sheean: Did that result in more than one man leaving the place where he had previously lived?

Mr. Green: I cannot say definitely, but I know this, that our men did change around a good deal on account of bumping each other. But, as I figure it, there was only one run changed. That is, the terminal of only one man's home terminal was changed by this arrangement. The way I interpret it.

Mr. Sheean: Then if there was any change there it was because of the exercise of seniority by the men themselves?

Mr. Green: I think that is at the foundation of nine-tenths of the complaint.

Mr. Sheean: One train was taken off?

Mr. Green: Yes.

Mr. Sheean: And another train was put on and one created.

Mr. Green: At a different terminal.

Mr. Sheean: And then, on a new run being created, I suppose you bulletined that run?

Mr. Green: Yes, sir.

Mr. Sheean: The oldest man, having the greatest seniority, being entitled to bid it in?

Mr. Green: Yes.

Mr. Sheean: And if, in accordance with the privileges given them in their schedule, by selecting the preferred run, the change of one train and the putting on of another caused the men to shift or change from their place of living, it was not because of the manner in which they exercised their seniority?

Mr. Green: Yes. That is the only way I can recognize the discrepancy that appears to exist.

Mr. Stone: Mr. Green, if I might, I should like to ask another question. In case this man whose run was taken off had not exercised his seniority, what would have become of him? Where would he go? Get off the earth?

Mr. Green: If he had not exercised his seniority, he would have been without his job until a vacancy came up upon which he could bid.

Mr. Stone: Then it was not a case of making all these changes because they wanted to, it was necessity compelled it, was it not?

Mr. Green: I think so.

Mr. Stone: And this Fox trot that you talk about was brought about by the fact that necessity compelled it?

Mr. Nagel: Yes, but it did not involve change of terminals, as we were given to understand?

Mr. Stone: He says they were all moved to different places.

Mr. Nagel: We understand now what he says. But the change of terminal has been used in a different sense up to this time.

Mr. Stone: My impression is entirely different from that. I will take the matter up, Mr. Chairman, with the men again.

Mr. Byram: As I understand it, one man somewhere in the service was displaced by reason of this?

Mr. Green: Because his run was abolished.

Mr. Byram: But instead of being the man whose run was changed, it was the youngest man on the job. In the operation of the seniority it resulted in the youngest man on the job being displaced.

Mr. Green: Really the number of men employed was the same. One run was abolished; another run was created; but the condition which resulted from those changes resulted in a general shifting of the men upon the assignments.

Mr. Byram: Then if this man who was displaced by the fact of his run being abolished and another created, had elected to take the one newly created, there would only have been one change?

Mr. Green: Only have been one change.

Mr. Byram: But he chose to take another run somewhere else, and that displaced others, and finally they were all changed, although the same number of men were in the service?

Mr. Green: That is the way I have it figured.

Mr. Byram: That is the operation of the seniority.

Mr. Stone: But if he had not elected to take any run at all, then nobody would have been changed?

Mr. Green: Nobody would have been changed.

Mr. Sheean: There was a new run created that he could have taken in lieu of the one he had had, without displacing anyone?

Mr. Green: Yes.

Mr. Sheean: If he had seen fit to take it?

Mr. Green: Yes.

Mr. Burgess: Mr. Green, I think we should be perfectly clear on this; because that engineer exercised his seniority rights and changed others on the run, if that is the true facts in the matter, that could not be properly classed under the heading of change of terminals, could it?

Mr. Green: Not the way I view it.

Mr. Burgess: That is an entirely different question from that of change of terminals, as I understand it?

Mr. Green: Yes.

Mr. Shea: Before leaving, Mr. Green, I want to go back to the question of this hostler again. You understand under the proposition, where hostlers are required to make main line movements they should be paid \$4.75 a day?

Mr. Green: Yes, sir.

Mr. Shea: In your computation, did you include or figure that all hostlers would make a main line movement, and be entitled to \$4.75 a day?

Mr. Green: My recollection is that a very large percentage did have to make main line movements, but at one or two places where the necessary movements could be made without coming on the main line, we did not apply the \$4.75 rate.

Mr. Shea: I have been trying to figure this out here and see how it corresponded with the item in Exhibit 3, sheet 23, the Louisiana & Arkansas Railroad. You show that if the wages as proposed were applied to your road, it would amount to \$1,714.30, is that right?

Mr. Green: Whatever the figures show, it would be that amount. I don't recall.

Mr. Shea: Is that right, Mr. Sheean?

Mr. Sheean: Page 23?

Mr. Shea: Yes.

Mr. Sheean: That is item 45.

Mr. Green: \$1,714.30 is the figure.

Mr. Shea: You gave me six terminals which required the employment of nine hostlers, including day and night. Now, assuming every hostler would make a main line movement and be entitled to \$4.75 a day; which would be \$42.75 for one day, or for thirty days, would be \$1,282.50, as against \$1,714.30.

Mr. Green: The explanation of that, Mr. Shea, is that these figures are an ex post facto compilation and are based upon what actually occurred, that is, the way the work was actually done, in October, 1913. The estimate that I gave you was the hostlers that would probably be necessary for our business as it is now.

Of course, if prior to October, 1913, we would have anticipated this hostler requirement, and had placed the men with reference to any economies that might be possible, then we could have saved somewhat on the hostler expense.

Mr. Shea: No, that is not what I am trying to get at, Mr. Green: This is what it would have cost you or your road for the month of November, 1913?

Mr. Green: October, 1913.

Mr. Shea: Now, did you have more hostlers engaged at that time than you would have if this request was granted?

Mr. Green: Yes. For instance, at Shreveport, Louisiana, to illustrate the point, hostling was done by both the day and the night men. If this hostler provision went into effect, we would probably try to so arrange the hostler's hours that the expense would be as much less than \$1,714.30 as we could possibly make it.

Mr. Shea: I understand this figure would be what it would cost your road in case the request of the employes was granted and applied to your road for the month of October, 1913.

Mr. Green: The figure of \$1,714.30—

Mr. Shea: Now, that does not require any qualification. That would be the actual amount that it would cost your road?

Mr. Green: Without qualification, the amount would be \$1,714.30, that is correct.

Mr. Shea: It would vary then, according to your state-

ment, or the number of hostlers which you gave, if applied now, would it not?

Mr. Green: I don't understand your question.

Mr. Shea: Read the question.

(Question read as above recorded.)

Mr. Green: Our business conditions now are somewhat different than they were in October, 1913.

Mr. Shea: Did you have any more hostlers in 1913 than you have at the present time, or than you would after this award is applied, assuming that it was granted?

Mr. Green: Yes, in October, 1913, we had more hostlers than we would have now under the present conditions.

Mr. Shea: How many more?

Mr. Green: I couldn't say. There would be some difference; I don't know just exactly how much. I cannot state exactly.

Mr. Shea: It would be a sufficient number to make up this discrepancy of \$432.80?

Mr. Green: Yes, sir, that is the only way that I can explain it.

Mr. Shea: Then you are not sure as to the number of men you had on in October, 1913—

Mr. Green: Oh, yes.

Mr. Shea: As compared with the number that are in your employ at the present time?

Mr. Green: Yes, I am quite sure as to the number of men we had employed in October, 1913.

Mr. Shea: How many were there?

Mr. Green: The men corresponding to this \$1,714.30. I don't remember the number.

Mr. Shea: I just wanted to couple that up and see where the discrepancy was.

Mr. Green: Perhaps a word of explanation will settle the matter, Mr. Shea. These figures were based upon the conditions as of October, 1913. Your figures are based upon the conditions as of now?

Mr. Shea: Yes.

Mr. Green: The difference between these figures and your figures is the difference between those conditions—

Mr. Shea: They are not my figures, they are your figures.

Mr. Green: Well, the difference between my figures as to this estimate now and the figures estimated in October, 1913, is represented by the conditions in October, 1913, and the conditions now.

Mr. Shea: I presume, Mr. Green, that we could carry on this argument for a long while, but I do not care to get into any argument. For my own particular information, however, I wish you would turn over to the Board or to myself your statement that you turned over to the Managers' Committee bearing on this particular subject, showing the number of hostlers, and where working.

Mr. Green: In October, 1913?

Mr. Sheean: And, I take it, Mr. Shea, all the detail—

Mr. Shea: With regard to hostlers.

Mr. Sheean: (Continuing)—by which he arrives at this estimate of seventeen hundred and whatever the odd dollars were.

Mr. Shea: Yes.

Mr. Sheean: That you have been discussing; that is, all the detail by which that figure was arrived at.

Mr. Green: Yes.

Mr. Shea: Yes. I presume you have it on file here, have you not?

Mr. Sheean: No, not the detail.

Mr. Green: I will be very glad to furnish it. That is for October, 1913?

Mr. Shea: Yes.

Mr. Sheean: That is all, Mr. Green.

(Witness excused.)

J. H. KEEFE was recalled for further examination, and having been previously sworn, testified as follows:

RE-DIRECT EXAMINATION.

Mr. Sheean: Mr. Keefe, did you cause to be prepared and assembled information summarizing the showing of revenues and expenditures of the steam roads which are parties to this arbitration, for the fiscal year 1914, as compared with the fiscal years 1910 and 1913?

Mr. Keefe: Yes.

Mr. Sheean: We offer that as Railroads' Exhibit No. 4.

(The document, so offered and identified, was received in evidence and thereupon marked "Railroads' Exhibit No. 4, January 26, 1915.")

Mr. Sheean: Mr. Keefe, will you explain briefly the showing of sheet number 1 of Exhibit 4?

Mr. Keefe: This exhibit shows the aggregate amount of the operating revenues, divided as between freight and passenger, other transportation, or non-transportation, total operating expenses, divided as between maintenance of way and structure, maintenance of equipment, traffic, transportation, and general; net operating revenue; outside operation—net revenue; taxes; and the operating income for all of the railways in the Arbitration with the exception of the Canandian Lines, from which lines we were unable to obtain similar data.

Mr. Sheean: Mr. Keefe, will you explain these different terms, total operating revenues, total operating expenses, net operating revenue, and so forth, as to where those terms are obtained, and what the meaning of the terms is?

Mr. Keefe: All of these classifications are in accordance with the classification promulgated by the Interstate Commerce Commission.

The total operating revenues is the total gross revenue of the rail carriers.

The total operating expenses is the total of the five subdivisions of the operating expenses.

The net operating revenue is the difference between the operating expenses and the operating revenues.

Outside operation, net revenue, is the balance from the operation of such arrangements as eating houses, parlor and chair car service, hotels, restaurants, grain elevators, or facilities of that character.

Taxes, of course, is self-explanatory; and the operating income is the amount left after taking care of taxes from the net operating revenue.

Mr. Sheean: These are the items which are prescribed by the Interstate Commerce Commission, under their uniform system of reporting to the Commission, and the accounting system.

Mr. Keefe: Yes, the outside operation; net revenue is the net amount.

Mr. Sheean: This is assembling the information as to the

railways in this arbitration, from their reports to the Interstate Commerce Commission?

Mr. Keefe: Yes.

Mr. Sheean: Just state briefly what the situation is, as between the fiscal year of 1914, compared with the year 1910, being the year in which the last adjustment was had with engineers and firemen.

Mr. Keefe: In 1914, as shown in Column No. 1, the total operating revenues were \$1,282,695,515, while in 1910 as per Column No. 3, the first line, they were \$1,176,264,542, or an increase in the aggregate of \$106,430,973.

Mr. Sheean: Now, Mr. Keefe, you have shown here the average mileage represented in these three years. That is also taken from the reports to the Interstate Commerce Commission of the mileage operated by these roads severally, is it not?

Mr. Keefe: Yes, shown on the last line, showing in 1904 the average mileage represented was 129,828, while in 1910 it was 121,235, or an increase in operated mileage 1914 over 1910, of approximately 8,500 miles.

Mr. Sheean: In your columns 1, 2 and 3, you simply show a comparison of the aggregate amounts of the various items into which the accounts are separated, by the Interstate Commerce Commission?

Mr. Keefe: Yes.

Mr. Sheean: Columns 4, 5 and 6 make a comparison of these several items, per mile of line operated in those several years?

Mr. Keefe: Yes.

Mr. Sheean: Columns 7 and 8 show the aggregate increase or decrease in these amounts, and columns 9 and 10 show the increase or decrease, per mile of line; while columns 11 and 12 show the increase or decrease in percentage, as between these two periods.

Mr. Keefe: Yes.

Mr. Sheean: Now, in comparing 1914 with 1910, what was the decrease in the operating revenue, on the lines represented, 1914 as compared with 1910?

Mr. Keefe: The decrease in operating income, 1914 over 1910 was \$15,652,533, shown on bottom of column No. 7.

Mr. Sheean: And comparing 1914 with 1913, what was the decrease in operating income of the carriers represented?

Mr. Keefe: The decrease in the operating income, 1914 over 1913, as shown on the bottom of column 8, was \$39,128,875.

Mr. Sheean: Comparing these decreases with the miles of line operated in these periods, what is the showing?

Mr. Keefe: In percentages or in amount per mile?

Mr. Sheean: Amount per mile first, and then what that is in actual per cent.

Mr. Keefe: The decrease per mile, 1914 over 1910, was \$312, shown at bottom of column No. 9, while 1914 over 1913, shows a decrease of \$335 per mile. The percentage of decrease per mile, 1914 over 1910, as shown at bottom of column No. 11, was 10.8 per cent, while the decrease 1914 over 1913, shows 11½ per cent decrease.

Mr. Sheean: Generally speaking, Mr. Keefe, the year 1910 was what the Chairman characterized as a "fat year" this morning.

Mr. Keefe: It was a year of large earnings.

Mr. Sheean: And so the year 1913 was a large year.

Mr. Keefe: It was a good year, yes.

Mr. Sheean: While the year 1914, as shown here, has fallen off very greatly from 1913.

Mr. Keefe: Yes.

Mr. Sheean: Now, without taking time as to the items of taxes, they have shown generally a large increase?

Mr. Keefe: Taxes has shown a rather—I would term it an enormous increase, because the taxes per mile—there is an increase of 31 per cent. In other words, the amount of taxes, 1914 over 1910, showed an increase of \$18,687,060, while taxes, 1914 over 1913, shows an increase of \$8,219,000. The increase per mile, 1914 over 1910, was \$119, while 1914 over 1913 was \$58 per mile.

Mr. Sheean: That is per mile of line?

Mr. Keefe: Yes.

Mr. Sheean: And the aggregate increase in what is shown in the other columns, and the aggregate increase of miles shows that there has been a very large increase, per mile of line, in taxes?

Mr. Keefe: Yes.

Mr. Sheean: Now, on sheet 2 of this exhibit, Mr. Keefe, there is shown for the individual railroads, parties to the arbitration, the total operating revenues, railroad by railroad, and the increase as between these different periods.

Mr. Keefe: The increase or decrease?

Mr. Sheean: Increase or decrease, yes.

Mr. Keefe: By railway lines?

Mr. Sheean: That shows the detail, railroad by railroad, of the items which enter into what line of your summary on sheet 1?

Mr. Keefe: First line of the summary on sheet 1.

Mr. Sheean: That is, by taking line 1 of sheet No. 1, in which the aggregate is given for all the roads, you can, by turning to page 2, find that item on each or any of the railroads parties to the movement?

Mr. Keefe: Yes.

Mr. Sheean: And what the increase or decrease in their total operating revenues was? That is, their gross income from operations?

Mr. Keefe: Yes.

Mr. Sheean: Sheet No. 3 shows the detail railroad by railroad, of the total operating expenses?

Mr. Keefe: Yes, sir.

Mr. Sheean: And that is the detail which is shown in a summary way on the 6th line of sheet No. 1?

Mr. Keefe: Yes.

Mr. Sheean: Sheet No. 3 of this Exhibit 4, shows as to each railroad?

Mr. Keefe: Sheet 4.

Mr. Sheean: Yes; I have already asked you about 3. Sheet No. 4 of Exhibit No. 4, shows, railroad by railroad, the net operating revenue during these fiscal years?

Mr. Keefe: Yes.

Mr. Sheean: Being the detail for each of the railroads, which is shown for all the railroads on the fourth line from the bottom of the table on the summary?

Mr. Keefe: Yes.

Mr. Sheean: Sheet No. 5 of Exhibit No. 4, shows by individual railroads the taxes during these three years, which are compared?

Mr. Keefe: Yes; shows practically all lines have had an increase in their tax payments.

Mr. Sheean: And as to the manner in which taxes have increased upon the roads severally, the detail as to any road is shown on this Sheet No. 5?

Mr. Keefe: Yes.

Mr. Sheean: Sheet No. 6 shows, railroad for railroad, the operating income of the individual railroads, being the same item shown on the summary on Sheet No. 1, for all railroads, on the last line of the table.

Mr. Keefe: Yes.

Mr. Sheean: Now, Sheet No. 7 of Exhibit No. 4, Mr. Keefe,

Mr. Keefe: Sheet No. 4 is the returns for the first five months of the present fiscal year, comparing the returns for the corresponding period last year, which shows still a continuing decrease in operating revenues and operating income over the showing for the fiscal year ending 1914.

Mr. Sheean: That is, everything shown on the summary on Sheet 1 of this Exhibit, the comparison of the fiscal years, 1913 and 1914, with the fiscal year 1910, you take on Sheet 7, and in so far as the present fiscal year is reported to the Commission, show what is going on, on this same basis, since the close of the last fiscal year?

Mr. Keefe: Yes.

Mr. Sheean: Comparing that down to the—Oh, you make a comparison for the month of November, 1914.

Mr. Keefe: Table No. 1 shows the returns for November. Table No. 2 is for the five months of the fiscal year.

Mr. Sheean: Yes, and those being the last month as to which data were available for all the roads.

Mr. Keefe: Yes.

Mr. Sheean: Bringing it down to and including the month ending November 30, 1914?

Mr. Keefe: Yes.

Mr. Sheean: Now, if you will go back a moment, Mr. Keefe, to Sheet No. 2, the total as to all the roads—the total effect on all the roads is shown fully on Sheet No. 1, while this sheet shows it, road for road.

Mr. Keefe: Sheet 2?

Mr. Sheean: Sheet 2.

Mr. Keefe: Yes.

Mr. Sheean: Now, was there anything particularly, Mr. Keefe, about the showing of the facts shown on these sheets, numbers 2 to 7, inclusive, to which you wished to direct attention at this time, other than the facts that are stated in the summary?

Mr. Keefe: I want to direct attention on Sheet No. 1, to the expense for maintenance of way and structures, indicating that any increase in the expenses, 1914 over 1910, are not attributable to the higher or greater standard of maintenance, inasmuch as the amount expended, per mile of track, shown on Column No. 4, for maintenance of way and structures in 1914, was \$1,367, while in 1913, it was \$1,387; in 1910, it was \$1,409.

Mr. Sheean: Now, what is the showing as to the expense, in the way of maintenance of equipment per mile of line operated?

Mr. Keefe: In the maintenance of equipment, 1914 was \$1,529.

Mr. Sheean: In 1913?

Mr. Keefe: In 1913 it was \$1,525; in 1910, it was \$1,333.

Mr. Sheean: I think perhaps Mr. Keefe, it might be well to explain just what is included under these five items of maintenance of way and structures, maintenance of equipment, traffic, transportation and general. Those are the items which the Interstate Commerce Commission prescribes as the items which constitute operating expenses.

Mr. Keefe: Yes. They are the designated accounts in which are charged the expenses of maintaining and operating the rail properties.

Mr. Sheean: And if you will come to the item of transportation, just tell us, please, what, under the instructions of the Interstate Commerce Commission, are to be included in the item of transportation?

Mr. Keefe: Why, the principal accounts are that portion of the superintendence devoted to transportation; the despatching of trains; station employes; station supplies and expenses; yardmasters and their clerks; yard conductors and brakemen; yard switch and signal tenders; yard supplies and expenses; yard enginemen; enginehouse expenses; yard fuel for yard locomotives; water for yard locomotives; lubricants and other sup-

plies for yard locomotives; operating joint yards and terminals; motormen; road enginemen; enginehouse expenses; road, fuel and water for road locomotives; lubricants and other supplies for road locomotives; road trainmen; trainmen's supplies and expenses; interlocking plants; interlocking block and other signals; clearing wrecks; telegraphing and telephone operations; stationery and printing; insurance; loss and damage to freight, baggage and property; damage to stock on right of way; injuries to persons; operating joint tracks. Those are the principal items.

Mr. Sheean: And those items are included in the general item of cost of conducting transportation?

Mr. Keefe: Yes.

Mr. Sheean: Now, what is the showing through these years, 1914, 1913, and 1910, as to the increase or decrease in the cost of conducting transportation?

Mr. Keefe: In 1914, it was \$3,417 a mile; 1913, it was \$3,538 a mile; in 1910 it was \$3,246 a mile.

Mr. Sheean: So that in both 1913 and in 1914, the cost of conducting transportation was considerably more, per mile of line, than it was in 1910?

Mr. Keefe: Yes.

Mr. Sheean: And there is here no effort to analyze or segregate the different items of conducting transportation, as to what the increase or decrease—or is there any way in which that could be separated, as between these different items which are reported to the Interstate Commerce Commission, as part of the cost of conducting transportation?

Mr. Keefe: It would be possible to obtain from the records at Washington, filed with the Interstate Commerce Commission.

Mr. Sheean: The various subheads of cost of conducting transportation?

Mr. Keefe: Yes.

The Chairman: We will adjourn until 10 o'clock tomorrow morning.

(Whereupon, at 5 o'clock p. m., January 26, 1915, an adjournment was taken until January 27, 1915, at 10 o'clock a. m.)

IN THE MATTER OF THE
 ARBITRATION
between the
 WESTERN RAILWAYS
and
 BROTHERHOOD OF LOCOMOTIVE
 ENGINEERS
and
 BROTHERHOOD OF LOCOMOTIVE FIRE-
 MEN AND ENGINEMEN
under the Act approved July 15, 1913, by agree-
ment dated August 3, 1914.

Chicago, Illinois, January 27, 1915.

Met pursuant to adjournment at 10:00 A. M.

Present: Arbitrators and parties as before.

Mr. Carter: Mr. Chairman and gentlemen of the Board: In reading the proceedings of yesterday, I find that counsel for the railroads has introduced certain evidence through a witness, Mr. Keefe, relative to the Y. & M. V. Railway, the Yazoo & Mississippi Valley Railway. I rise to ask counsel for the railroads if it is his purpose, or the purpose of the Yazoo & Mississippi Valley Railway, to have this evidence in the records of this arbitration as a basis for seeking an evasion of any award that may be reached through this arbitration?

Mr. Sheean: The purpose was to make clear the fact that neither organization presenting these demands claimed to represent and did not in fact represent the firemen on the Yazoo & Mississippi Valley Railway.

Mr. Carter: What bearing would that have on this arbitration unless its interjection would be the basis of an attempt to evade the application of the award on the Yazoo & Mississippi Valley Railway, so far as firemen are concerned?

Mr. Sheean: It was to make clear the fact that in the issues joined here the parties presenting this demand for adjudication did not represent, and that the firemen on the Yazoo &

Mississippi Valley Railroad have presented no applications for any change in their conditions.

Mr. Carter: Then I am to understand, Mr. Chairman and gentlemen, that that will be the basis of an effort on the part of the Illinois Central Railroad to prevent the application of this award to its property known as the Yazoo & Mississippi Valley Railroad? If that is the attitude of the Illinois Central Railroad and its officials, I desire to call attention to the fact that it is a direct repudiation of the Arbitration Agreement which appears in the proceedings of November 30, 1914. You will find the Arbitration Agreement—

Mr. Nagel: Mr. Carter, is that question presented?

Mr. Carter: Yes, sir, by their introduction of that evidence yesterday.

Mr. Nagel: I am not so clear about that. The introduction of the evidence would go to show that neither party to this agreement is acting with respect to the firemen on that particular road. The firemen are as free to repudiate as the road is, if they desire. Is not that so? Are not the firemen as free to repudiate the award as the road is?

Mr. Sheean: On the Y. & M. V.?

Mr. Nagel: Yes.

Mr. Sheean: The firemen on the Y. & M. V. Railroad have presented—

Mr. Nagel: Neither party is bound by the award in respect to that road.

Mr. Sheean: The Y. & M. V. firemen have presented no demands.

Mr. Nagel: Does that justify the assertion that any party to this agreement is endeavoring to evade the award?

Mr. Carter: Yes, sir. Early—in fact I believe about the first or second day of the proceedings, counsel for the railroads approached Mr. Stone and myself with regard to our attitude on the Y. & M. V. Railroad. Without hesitation, I stated that the firemen on the Y. & M. V. Railroad were as much a party to this arbitration proceedings as the firemen on any other railroad. The fact that they were Negroes in a vast majority of cases, did not permit the Illinois Central Railroad to say to those Negroes a Federal Law does not apply to Negroes. In the arbitration

agreement, the Managers Committee specifically agreed to include for both engineers and firemen, of the Y. & M. V. Railway.

The Chairman: How is that? I didn't catch that.

Mr. Carter: In the Arbitration Agreement the Managers Committee specifically included the Yazoo & Mississippi Valley Railroad in the arbitration for engineers, hostlers and firemen. The only exception—

The Chairman: Well, now, at that time were the firemen on that particular road represented by any one?

Mr. Carter: The majority of the firemen on this particular road are Negroes, and they are not members of this Brotherhood. The same thing applies to certain Negro firemen on the main line of the Illinois Central, but in no instance do we recognize the right of any railroad to exempt themselves from a wage agreement or an arbitration award by the employment of Negroes. We hold that if a company sees fit to employ Negroes, then those negroes should be entitled to the same wages as a white man under any arbitration award.

Mr. Carter: In order that this may be made clear, when it became evident to us that that was to be a question, then I sent a representative to the Yazoo & Mississippi Valley Railroad and I now have a petition addressed to this Board saying that they want this Brotherhood to represent them—a majority of the Negroes. Immediately it was known what we were doing, the officials of the Yazoo & Mississippi Valley, perhaps with the consent and knowledge of the officials of the Illinois Central Railroad, began to coerce those Negroes and tell them they would lose their jobs if they signed the petition. We have their names here, a majority of the firemen on the Yazoo & Mississippi Valley, and we submit if there is any question whether this Board has a right to grant an award for Negro firemen, either on the Illinois Central or Yazoo & Mississippi Valley, we want to know it now. With regard to the representative of the Brotherhood of Locomotive Firemen and Enginemen, and the same applies to the Brotherhood of Locomotive Engineers, they are not in favor of the closed shop. We believe these organizations will prosper most by permitting every man to exercise his right as to whether he wants to belong to the organization or not, and it is not an unusual matter to find almost a majority of the firemen on some roads not members of this Brotherhood. When—

ever promotions are extremely rapid, particularly on the small roads, we find a lot of new men come in who are not eligible to membership in our organization, and who are not members; yet, not in a single instance has any railroad company attempted to say that because these men were not represented in the making of this schedule it does not apply to them. Now, I understand that because these Negroes, in the beginning, were not represented, it is contended by the Illinois Central Railroad, which owns and operates the Yazoo & Mississippi Valley, that the award must not apply.

The Chairman: My reason for asking the question as to whether they were represented or not, at the time this agreement was entered into was, that we, as arbitrators, could only consider such matters as may have been submitted to us by the parties to this agreement, at the time it was agreed to arbitrate the questions now before us. Of course, we do not know whether a man is a white man or a colored man, insofar as the arbitration is concerned. We cannot inquire into the question as to whether he is white or colored. They are all American citizens before us, and should and will receive the same kind of treatment.

Mr. Carter: I have been informed, Mr. Chairman and gentlemen, that in the last arbitration award to firemen on the St. Louis & San Francisco Railroad, the officials of that company refused to apply the award to certain Negro firemen. Is that true? Mr. Blennerhassett, our Chairman there, verifies my statement that in the Arbitration Award of 1910, the officials of the St. Louis & San Francisco Railroad refused to apply the wages by that award to any fireman who was a Negro. Now, if we come to that point that the railroads will use the Negroes as firemen, specifically for the purpose of avoiding the payment of proper wages and the maintenance of proper working conditions, it is a serious problem, and I think we should know right now if this Board has not the legal right to fix a wage for the firemen on the Yazoo & Mississippi Valley, which is really the property of the Illinois Central Railroad.

The Chairman: Have you a chairman of the committee or somebody in the organization, who is authorized to speak for these particular people on this road? That is, are there not some white firemen on this road?

Mr. Carter: I think about 10 or 15 per cent of the men are white.

The Chairman: Are they members of the Organization?

Mr. Carter: Some of them are, but few of them. There has been a coercive influence down there that makes a white man afraid to join this Brotherhood. I want to call your attention to the fact that it is not the Yazoo & Mississippi Valley Railroad, but the Illinois Central, for every officer of the Yazoo & Mississippi Valley is an officer of the Illinois Central, except the subordinate superintendents. You take the Railway Guide, and you will find every officer of the Yazoo & Mississippi Valley is an officer of the Illinois Central, except, as I say, certain superintendents.

Now, with regard to the Arbitration Agreement, we find there are only two exceptions made by the Managers Committee, as to the application of this Award. The Chicago & Western Indiana Railroad says "firemen only," and I feel now, by the language of that, that when we accepted it we have been caught in a trap. The purpose of the Chicago & Western Indiana was to exempt their engineers, because of the fact that their engineers had just had an arbitration. We thought we had the hostlers in here, but now, when I begin to read this, I see it says "firemen only." And so this poor fellow Holloway, from that road, who testified he was getting 16 cents an hour—

Mr. Shea: He was not from that road.

Mr. Carter: He was not? In any event, I feel that the strict letter of the Agreement will deprive the hostlers on that road from the application of the Award. The only other exception is the St. Louis & San Francisco, which says "except hostlers." When we come to the Illinois Central, it says, "Illinois Central R. R., Yazoo & Mississippi Valley Ry."; no exception made. If they had said, except the negroes, we confess that the negroes would not have been parties to this arbitration. But I have, to file with this Board any time it desires, a petition signed by a majority of the firemen on the Yazoo & Mississippi Valley, that they do be included in this award, if it is a question as to whether we have authority to represent them or not.

Mr. Sheean: Simply to make clear the fact, and to read into the record the fact, that at the time the demands were presented, the persons presenting the demands specifically

pointed out that these were made on behalf of the engineers, it was to make clear the fact that at no time, either then or since, did these gentlemen claim to represent at any time, either the negro or the white man on the Yazoo & Mississippi Valley Railroad, engaged as firemen upon that road. I inquired, as Mr. Carter has said, early in the proceedings, whether or not they had, in fact, taken any vote of the firemen on the Yazoo & Mississippi Valley, as to whether or not these demands would be insisted on under penalty of strike; whether or not they were included in the strike ballot; and I was advised, I think by them, that the firemen on the Yazoo & Mississippi Valley were not permitted to vote on the question, or at least did not vote, and that they at no time represented, or had any representation, by lodge membership or otherwise, any of the firemen on the Yazoo & Mississippi Valley Railroad. And simply that we might make clear the fact, and to prevent the possibility of any claim being made that people who were not parties to the arbitration, by representation or otherwise, to make impossible the effort not to represent these men, but to root them out of their jobs, so that there would not be the opportunity, under the guise of representation here, to do what is fully understood not to mean taking care of the firemen upon that road, but to deprive the firemen on that road of their present jobs; and it was simply to make clear that at no time in the presentation of the demands, before or since, did either of these organizations, in fact, represent these men, that this fact was made a matter of record yesterday.

Mr. Carter: Mr. Chairman and gentlemen, we shall present evidence to the Board, at any time they desire it, that there was an agreement and is an agreement between the Brotherhood of Locomotive Engineers, and the Brotherhood of Locomotive Firemen and Enginemen, that on roads where the firemen can not maintain a committee, that the Brotherhood of Locomotive Engineers will and do represent the firemen. When the time came to vote the men for a strike, last July, it was our understanding that the B. of L. E. would vote the firemen on the Yazoo & Mississippi Valley. Afterwards, we heard that they were not voting them, and the correspondence will show that by wire of Grand Chief Stone, he wired his Chairman and the Chairman wired back that he did not understand that was the situation. Is that so?

Mr. Stone: Yes.

Mr. Carter: I am telling you that that very Chairman has assisted in the polling of these same men, early in December, to ascertain whether or not they delegated to this Brotherhood and this Board authority to represent their interests in this arbitration.

Understand, our only purpose in taking that step was to meet the question of authority. So far as the law is concerned, I imagine the Board can attend to that. So far as the legality of the Arbitration Agreement is concerned, I presume the Board will have no difficulty in passing upon that.

Now, with regard to what has been said as to our effort to eliminate the Negro. The only influence that we have in the elimination of the Negro is this: whenever we get or compel a railroad to pay the same wages to a Negro as a white man, no railroad will employ Negroes; and it is only to that extent that counsel for the railroads refers, when he says that we knew that when this award applies to Negro firemen on the Yazoo & Mississippi Valley and the Illinois Central they will only hire white men thereafter. The Negroes are only hired because they get them cheaper.

Mr. Nagel: Then, how did you induce the Negroes to sign this petition? They are working themselves out of a job, are they not?

Mr. Carter: I will say to you, if the Yazoo & Mississippi Valley Railroad or, rather, the Illinois Central Railroad, deprives their Negro firemen of their jobs, simply because this Board says that a Negro is entitled to the award, then the crime lies with the Illinois Central Railroad and not with us.

Mr. Nagel: We will not be able to control it beyond that, but I am interested to know what actuated the Negro to sign this petition, when he knows that will deprive him of the job.

Mr. Carter: I do not think he knows it. The Illinois Central has excepted the Negro firemen. Has the St. Louis & San Francisco Negro firemen yet?

Mr. Blennerhassett: Yes.

Mr. Carter: I will say, without consulting our chairman of the St. Louis & San Francisco Railroad, we have never brought any pressure to say they should not work there, have we?

Mr. Blennerhassett: No.

Mr. Carter: If the Negroes are displaced by this Arbitration Award applying to the Yazoo & Mississippi Valley, it is not the fault of the firemen or the engineers, or their organizations. It will be the fault of the railroad, who recognized that when they had to pay a going rate, that the Negro does not come up to the standard, and they know it.

Now, there may be exceptions to that rule. They may have Negro firemen who are efficient men, and I doubt very much whether they will be displaced by the officials of the Illinois Central or the Yazoo & Mississippi Valley. It is only because they get a class of labor that would not be permitted to ride on a locomotive in the northern states, that those Negroes are used there. You heard the testimony from the Santa Fe, that Negroes there could not even read the book of rules, much less learn them. They do not care for "safety first" where there is a dollar saved for the company. The Illinois Central out of Chicago is an advocate of "safety first," but on the south end of the road in their Yazoo & Mississippi Valley district they put Negroes on that cannot even read a time card or a book of rules, and they do not care whether there is one man or no man there who can.

Mr. Sheean: Do you claim you are representing the men you are now describing?

Mr. Carter: I am representing the Negro firemen on the Yazoo & Mississippi Valley Railroad, and at the pleasure of the Board I will file a petition signed by the majority of them. But I protest that the railroad officials there are already attempting to coerce these Negroes to withdraw their signatures. We have that information.

Mr. Sheean: But you did not represent any of them at the time this agreement was signed?

Mr. Carter: We certainly did. We certainly represented them just as much as we represent the Negro firemen on the Illinois Central, or on branches of the Illinois Central, or on the St. Louis and San Francisco. We represent all firemen, without question. In some instances there may be firemen who are not members of the organization. We never have approached them and asked them to become members, yet they are represented in this movement. It is not a question of membership

or jurisdiction, but of what these railroads shall pay their engineers and firemen.

The Chairman: The Board will hear such evidence as you may see fit to introduce on either side, and will arrive at a conclusion as to what it will do, in due time.

Mr. Stone: Back of all that, it is the fact that we stand on the agreement signed by representatives of these railroads for the Arbitration. I simply refer you to the written contract between the two parties to this dispute, which brought it to this Arbitration Board, and there is no exception made for the firemen on the Yazoo & Mississippi Valley Railroad.

Mr. Nagel: There is just one question. Did you represent the negro firemen in such manner that they are bound by this award?

Mr. Carter: As much so as any other firemen.

Mr. Nagel: Were they parties? Did they ask you to represent them?

Mr. Carter: Not at that time, but they have since.

Mr. Nagel: I want to know whether, at that time, when the agreement was made, because we refer to this agreement, and the agreement is mutual. If the roads are bound, the men must be bound. I want to know whether they were directly or indirectly, through their own representation, or through you, parties to the agreement, so as to be bound by the Award?

Mr. Carter: I will say in reply to that that the Brotherhood of Locomotive Engineers, if we are to consider the matter of jurisdiction, has, by mutual consent of these two organizations, jurisdiction over engineers and firemen, on the Y. & M. V. I believe it is a fact that the engineers make the wages and have made the wages for the firemen on the Y. & M. V. Do you know whether it is a fact or not, Mr. Stone? I will ask you to state if the engineers' wages on the Y. & M. V., or a certain per cent of the wages of the engineers on the Y. & M. V. have always gone to the firemen?

Mr. Stone: The firemen on the Y. & M. V., during all the years I have been Chief Executive, the firemen's wages have been fixed by a certain percentage of the engineer's wage. They never have had any contract of their own, but have always been paid a fixed percentage of the engineers' wage, and whenever the engineers have an increase, the firemen benefited thereby.

Mr. Carter: When shall I present this?

The Chairman: You may wait until your regular turn in rebuttal, or you may introduce it now, either way.

Mr. Stone: Now, Mr. Chairman, again referring to the request made on the Board just before the adjournment yesterday at noon, and the ruling by the Board at the beginning of the afternoon session, I desire to inform you that we have had a conference with the representatives of the railroads, and it is not our desire to try to over-burden or embarrass the roads in any way, and we have mutually reached the conclusion to ask for these papers from five roads, instead of asking for them from 98 roads, and these are the roads: The Chicago, Burlington & Quincy; the Chicago, St. Paul, Minneapolis & Omaha Railway; the Colorado & Southern; the Great Northern; and the Southern Pacific Lines, both East and West.

Mr. Park: Does that include the Sunset Lines, Mr. Stone?

Mr. Stone: Yes.

Mr. Park: All the Southern Pacific?

Mr. Stone: The Southern Pacific System. We desire to have the train sheets, the time tickets, and if there is a delay report made out in addition to the time ticket, we want that. And many of the roads enter their time tickets in a time book. It would probably expedite the work if we could have their time books, with the payrolls. It is our desire to make a thorough check of these and see if we cannot find where the trouble is with this estimate.

Mr. Sheean: I indicated to Mr. Stone I would like to know just the detail of where it was to be furnished, and suggested that possibly we could start right in on part at least. One road, the Burlington, is here in Chicago, and we could start on that at once. Of course, as to these Sunset Lines, it is hard to say how long it is going to take to get these things from them. I don't want to make any prediction. We will make a request that it be furnished promptly. As Mr. Stone understands, train sheets are something a custodian will probably want to accompany, and he suggests they be photostated, because that is, of course, the log of all the trips upon the road, and if he has reached any conclusion as to just the time, place and manner of starting in on this, we are ready to start at once, but it is left as yet just a little indefinite as to where this material shall

be brought when it arrives here, and whether or not the court will take charge of the train sheets pending the time of their being photostated.

Mr. Sheean: We want to co-operate in every way to get this just as promptly and expeditiously as possible, and as to the one Chicago road that is named, I assume that part, at least, of the time slips will be started in with promptly and the others gotten under way, right away, so that if you will let us know, Mr. Stone, a little more in detail—

Mr. Stone: We will try and work out the details during the day, Mr. Chairman. I realize that train sheets are almost the life and death of a railroad. They are called upon at any time. I will say to you frankly, I do not want to be responsible for any great length of time myself, for train sheets. So I think, with the co-operation of the railroads, we can work out some plan whereby they can be safeguarded by a representative of the companies, and I am informed by them that they have no objection to a photostat copy being taken and the original will be returned in a few hours.

The Chairman: An order will be entered, embodying the agreement.

J. H. KEEFE was recalled for further examination, and having been previously sworn, testified as follows:

Mr. Sheean: Mr. Keefe, on Exhibit No. 4, I think we had passed sheet 2. Turning to sheet 3, will you please give us the changes on all the roads, treated collectively, between the years that are shown on that sheet?

Mr. Keefe: Sheet No. 3 shows the operating expense by individual railroads; shows the comparison, 1914 with 1913 and 1910. The increase of 1914 over 1910, as shown on the bottom column, number 5, was \$103,007,048.72. There was a decrease in the year 1914 over 1910, as shown on the bottom column of number 6, to the extent of \$6,422,243.81.

Mr. Sheean: Anything specifically to which you wish to direct attention on that sheet of the exhibit?

Mr. Keefe: No, sir.

Mr. Sheean: Sheet 4, showing the operating revenues, by the lines severally assembled, contains the information, railroad

for railroad, that is shown in the aggregate on the summary on the first sheet of this exhibit?

Mr. Keefe: Yes, sir.

Mr. Sheean: Nothing on that, as to any particular railroad to which you think attention should be directed?

Mr. Keefe: No, sir.

Mr. Sheean: And on sheet number 5, of this exhibit, showing the taxes on the individual railways, the detailed information as to the lines severally appears?

Mr. Keefe: Yes.

Mr. Sheean: Now, on this sheet number 5, of Exhibit 4, while the increase in taxes on the roads collectively is shown, it does appear that on a few roads there were decreases?

Mr. Keefe: Very few roads show decrease. There are several of them that do. They are very far in the minority.

Mr. Sheean: And on such few roads as showed a decrease in taxes, the heavy faced type is used to indicate the decrease?

Mr. Keefe: Yes, the amount of the decrease.

Mr. Sheean: On this sheet, you show the mileage for the one year, Mr. Keefe?

Mr. Keefe: Yes.

Mr. Sheean: What was the purpose of having the mileage for that one year shown on this sheet?

Mr. Keefe: Why, simply to show the average miles operated, for 1914, on these particular railroads. The mileage for 1910 and 1913, of course, decreased—showed a decrease and the amount of decrease is shown on the first sheet.

Mr. Sheean: And that item of taxes as shown on sheet number 1, shows both an increase in individual amount, per mile, as well as a very great increase in percentage, per mile of line operated on the roads collectively?

Mr. Keefe: Yes, sir.

Mr. Sheean: Sheet number 6, gives the detail, or, rather, gives as to each line separately, the showing as to operating income in the years compared, which is assembled on the last line, for all roads—the last line of sheet number 1 of this exhibit?

Mr. Keefe: Yes.

Mr. Sheean: Is there anything to which you wish to direct

attention as to any particular line or anything shown on this page of the exhibit?

Mr. Keefe: No. It will be noted at a glance that practically all the lines show a decrease in their operating income, for the year 1914 over 1913, and a majority of them show a decrease, 1914 over 1910, operating income.

Mr. Sheean: And operating income as here shown, or here used is what is designated by the Interstate Commerce Commission as "operating income," being the gross operating revenues, less total operating expense, less deductions for taxes?

Mr. Keefe: Yes, and the net charge for outside operations—net revenue.

Mr. Sheean: So that under the head of "operating income" as used by the Interstate Commerce Commission, this is the amount that is left available for the payment of interest on bonded indebtedness, or for meeting any kind of corporate obligations?

Mr. Keefe: Yes, for any corporate income charges; to take care of all income charges, such as hire of equipment, rental, lease of track and facilities, as well as interest on funded debt, and so forth.

Mr. Sheean: And treating the lines in this movement as one system, there was a decrease in 1914, from 1910, in operating income over \$15,000,000?

Mr. Keefe: Yes, sir.

Mr. Sheean: And a decrease between 1914 and 1913 of nearly \$40,000,000?

Mr. Keefe: Well, a little over \$39,000,000.

Mr. Sheean: In the amount available for any corporate purpose?

Mr. Keefe: Yes.

Mr. Sheean: Sheet No. 7 shows the last month in which the statistics are available for all the railroads?

Mr. Keefe: Yes, it shows so much per cent of the fiscal year as the returns had been made for, and indicating that there is still a continuation in the decrease or the decline of the revenues of the railroads, and that decline in the revenues of the railroads is greater than the decline in the operating expenses, or the ability to take care of the decline in the earnings.

Mr. Sheean: That is, comparing the month of November,

1914, with the month of November, 1913, there was a loss in operating income on the roads represented, of over \$4,000,000 in that one month?

Mr. Keefe: Yes.

Mr. Sheean: And comparing the five months, which ended November 30, 1914, with the corresponding five months of the preceding year, there was a loss of almost \$6,000,000 in operating income?

Mr. Keefe: Yes.

Mr. Sheean: That brings the information as to revenues, expenses and income down to the latest date as to which statistics are available for all the companies?

Mr. Keefe: Yes. On that last sheet, I want to call attention to the fact that taxes are still continuing to grow. Even in the last five months it shows an increase of \$820,000, in the five months, in the amount of taxes that the railroads are paying, notwithstanding the great decline in their gross revenues and operating income.

Mr. Sheean: The Canadian Pacific makes no separate report for its line, west of Fort William?

Mr. Keefe: No, nor do they make any reports to the Interstate Commerce Commission, and these are the tabulations of the returns to the Interstate Commerce Commission, and the Canadian roads are not included in that, because we were not able to get the data.

Mr. Sheean: But you do not keep separate, in any of them, their expenses and income, separating the lines west of Fort William from the lines east of Fort William?

Mr. Keefe: That is what I have been advised by the officials of that company.

Mr. Sheean: And it is only the part of the lines west of Fort William that are represented in this arbitration?

Mr. Keefe: Yes.

Mr. Sheean: Now, is there anything further with reference to Exhibit 4, to which you wish to direct attention, Mr. Keefe?

Mr. Keefe: No, sir.

Mr. Sheean: You may cross-examine, Mr. Stone.

CROSS-EXAMINATION.

Mr. Stone: Why, in this exhibit, Mr. Keefe, are the Santa Fe Coast Lines not shown as a separate road?

Mr. Keefe: As I understand it, it is in accordance with the Interstate Commerce Commission requirement, or permission (I don't know which) that they would consolidate all of their earnings and expenses in making reports to the Interstate Commerce Commission.

Mr. Stone: Well, I see you segregate all these other little lines; the Santa Fe, Prescott & Phoenix— Oh, that is included also. You take the Grand Canyon and Rio Grande & El Paso; take those in northern Texas; you segregate all of them.

Mr. Keefe: This was made up just from the reports as they were made to the Commission, Mr. Stone. I have not attempted to ascertain any of those details. The data was taken from the reports as they were on file with the Commission.

Mr. Stone: Will you turn back to sheet 1 of your Exhibit 4. My understanding of this sheet is that it is a condensed income account for the railroads engaged in these proceedings for the years 1910, 1913 and 1914, and you have made a comparison of operating results of the year 1914 with the years 1910 and 1913. Is that correct?

Mr. Keefe: I don't know whether it is a condensed income statement, Mr. Stone. It is a statement that shows what its gross revenue and the total revenue expense, net operating revenue, taxes and operating income is. I am not familiar with accounting practices enough to determine whether it is a condensed income statement or not.

Mr. Stone: Do you know anything about the operating revenues of the Western Railroads for 1910, as compared with the years preceding or the years that have followed?

Mr. Keefe: Only as shown by this statement, Mr. Stone, have I asked for or obtained any detailed information regarding it.

Mr. Stone: Then you don't know whether the years preceding 1910 or the years that have followed, are better or worse, except for the years that you have shown here?

Mr. Keefe: That is true, for all of these railroads. Of course, I can for our own railroad.

Mr. Stone: Don't you know it as a fact of general knowl-

edge, that the year 1910 showed large gains in operating revenue and net revenue, as compared with the years that preceded it?

Mr. Keefe: The year 1910 was a good year, and as to whether or not it was very much larger than the year which preceded it, I don't know, Mr. Stone. I didn't make any comparison or compilation of the series of years prior to 1910. 1910 was the year in which the last Award was made, and I was only concerned with what was the result of the roads at the time that that Award was made, that is, their ability at that time to make the increases that were granted in 1910.

Mr. Stone: And that was your reason for selecting 1910?

Mr. Keefe: Yes.

Mr. Stone: Just how did you happen to fall on the year 1913 then. Were there any awards made in that year?

Mr. Keefe: No, 1913 was the year we selected at the time we started to prepare our own data in December. It was the last year that was available at that time, and we made our compilation of 1913 as compared with 1910. During the prolongation of these proceedings and negotiations, the year 1914 was closed, and the data was available for that year, and I simply inserted the year 1914, as I also inserted the data for the five months of the present year.

Mr. Stone: Don't you know as a fact of general knowledge, as an operating official, that traffic was heavier in 1910 than it was in 1909, or 1911 or 1912, and that net operating revenue was greater in 1910 than in the other years mentioned?

Mr. Keefe: Speaking from memory only, particularly for our part of the country, I would say that 1911 was as good or better a year than 1910 from a financial return, but I would like to look that up, Mr. Stone, before I answered that question directly, if you give me the opportunity.

Mr. Stone: Well, is it not a fact that in 1910 there was a greater volume of both freight and passenger traffic handled than in any year of the decade preceding it?

Mr. Keefe: I have made no comparison of those railroads, Mr. Stone.

Mr. Stone: In the comparison of operating results by years, 1910 occupies the same relative status as October, 1913, has in the comparison to operating results by months, doesn't it? It is the high peak.

Mr. Keefe: This statement shows that in 1913 there were greater revenues than there were in 1910. It shows that the gross income of the railroads was to the extent of \$106,000,000 or to the extent of \$243,000,000 greater than 1910.

Mr. Stone: So it shows by your sheet here, it was an even better and more prosperous year than 1910?

Mr. Keefe: I won't say prosperous year, because the net results are not better than they were in 1910.

Mr. Stone: But it is a fact that it was an exceptionally prosperous operating year, is it not?

Mr. Keefe: It was a year of great earnings as well as great expenses.

Mr. Stone: In the exceptionally prosperous year of 1910, net operating revenues reached the high level of \$396,000,000, but in the still more prosperous year of 1913, net operating revenues for all Western Railroads were \$430,000,000.

Mr. Keefe: Won't you please also read what they were for 1914?

Mr. Stone: I will get to that a little later on. What were the characteristics of the year 1914, from an operating standpoint, Mr. Keefe?

Mr. Keefe: As revealed by these tables, they show a very great decline in the return to the railroads from the operating of their property.

Mr. Stone: It shows a net loss in both operating, both net and gross operating revenue, and also a corresponding marked increase in operating expenses as compared with the others?

Mr. Keefe: It shows that there was a decline of \$36,000,000 in gross revenue, with only a decline of \$6,000,000 in operating expenses, and with an increase of \$8,000,000 in taxes, making a net decrease in operating income of \$39,000,000.

Mr. Stone: Then it is a fact that in 1914 the business conditions were below normal, and the general industrial conditions were below normal, was it not?

Mr. Keefe: I haven't made any check to compare whether they were above or below normal.

Mr. Stone: Well, traffic offered to railroads became comparatively small, didn't it?

Mr. Keefe: There was a considerable decline in the amount of business handled in the year 1914. There was a great

decrease in the amount of business handled so far this present fiscal year.

Mr. Stone: In other words, the year 1914 was one of industrial and business depression, which finally reached its lowest stage with the outbreak of the present European war, and we came pretty near having a complete crash and industrial breakdown, did we not, at that time? Almost reached the stage of a panic, isn't that a fact?

Mr. Keefe: I am not acquainted with the financial conditions.

Mr. Stone: A man does not have to be acquainted with finances. Is it not a matter of fact that the daily press heralded it through the world? Isn't it a fact that the most casual reader of the daily press knew that industrial and business conditions were bad, and we were almost on the eve of a breakdown?

Mr. Keefe: They were bad. As to whether we were on the eve of a breakdown, I am not competent to pass upon that.

Mr. Stone: So, in order to get a comparative result of the operating of the railroads, you select a year of industrial and business stagnation, like 1914, and compare the operating movements of Western railroads during this year of depression with the operating results of the two previous years of greatest industrial prosperity in the transportation industry, the years of 1910 and 1913.

Mr. Keefe: My point in furnishing this exhibit was to show the exact actual financial condition of these railroads for the years 1913 and 1914, and also what they were in 1910, when the previous demands were granted, making a comparison as to the financial conditions of the railroads, at the present time when these demands are under consideration, with what they were when they received their last award, last advance.

Mr. Stone: Then, is the object of the exhibit to show the poverty of the railroads at the present time?

Mr. Keefe: It is to show the actual condition.

Mr. Stone: Well, in this comparison you departed from your method in your other exhibit in estimating the financial significance of our request, did you not, or you selected an exceptionally prosperous month, October, 1913, to show the maximum effect of our wage request, and now you select a year of depression to compare with a year of exceptional prosperity,

in order to show declining revenue and an increase in operating deficit, do you not?

Mr. Keefe: I have not considered 1913 as a bad year. I made a comparison of it against 1910. We made a comparison of what the actual results are.

Mr. Stone: You compared both the good years of 1913 and 1910, however, with the bad year of 1914, did you not?

Mr. Keefe: Simply showed what the conditions were for the three periods of time showed here.

Mr. Stone: Do you think that is a consistent way to arrive at these conclusions, to take the best month to get your percentage, and then take the poorest year of many years to compare the financial ability to pay?

Mr. Keefe: The statements speak for themselves.

Mr. Stone: Then this exhibit is really another step in your argument relative to the financial effect of our wage request. Having selected a month of unusual traffic conditions, October, 1913, in order to get a maximum figure for the effect of our wage request, you then select the year 1914, one of the worst years in the transportation industry in this generation, and compare it with two of the most prosperous years in the past, in order to show that operating revenues are not available to meet the maximum amount of increased pay, which you base on your exceptional month of October. That is the effect of it, is it not?

Mr. Keefe: No, sir.

Mr. Stone: This statement that you read here on this sheet 1, Mr. Keefe, although it does show some declining revenues in your method of compilation, it does not show, however, does it, the complete and real financial status of the Western railroads?

Mr. Keefe: The statement shows the amount of money, whether increase or decrease, in the operating income for the railroads for the three periods of time, showing a considerable decrease in the operating income of the railroads.

Mr. Stone: Well, what I mean to bring out, what I am trying to bring out, is that this exhibit does not show anything about accumulated surpluses, and the increase of accumulated increases, does it?

Mr. Keefe: It does not show anything more than what is on the face of it.

Mr. Stone: It doesn't show anything about the cash the railroads have on hand, the amount that has been paid to stockholders in dividends, the increase in dividends since 1910, the amount of operating revenues that have been used to make extensions and betterments, and to increase the value of the property of the stockholders since 1910. This is all left out. You simply show a decrease in the net revenue?

Mr. Keefe: The table speaks for itself, Mr. Stone.

Mr. Stone: The table doesn't speak at all, and I am unable to get you to say anything more than what the intent of the table is.

Mr. Keefe: The statement shows all of the information that it contains.

Mr. Stone: Be it much or little? You didn't say which.

Mr. Keefe: It shows the actual facts.

Mr. Stone: Does it show all of the actual facts as to the financial condition of the railroads at the present time?

Mr. Keefe: I don't understand what you mean by "all of the actual facts." It shows the information as the table is compiled. It does not show what disposition was made of the operating income. It simply shows what was the amount of the income for these respective years. As to the disposition that was made of this income, it is not shown on that statement.

Mr. Stone: It doesn't show whether there was enough income to pay all the legitimate expenses of the road and then have some left for surplus, or not, does it?

Mr. Keefe: No, sir; that information will follow on supplemental statements.

Mr. Stone: That is coming later?

Mr. Keefe: Yes.

Mr. Stone: Neither is there anything in this table to show the decline in the field of employment for engineers and firemen and the comparatively greater losses they sustained in earnings, or the actual means of subsistence, is there? You made no comparison as to whether the wages of engineers and firemen decline in perhaps a higher ratio than the decline in the net revenues of the railroads?

Mr. Keefe: There is no such information in this statement, Mr. Stone.

Mr. Stone: In your compilation of these different statistics have you observed or read of any conditions of this kind where the wages of the engineers were declining more rapidly than the revenues of the railroads?

Mr. Keefe: Read the question.

(The question was read as above recorded.)

Mr. Keefe: No, sir.

Mr. Stone: Do you read the financial press at all, Mr Keefe?

Mr. Keefe: I have not read it very much lately, Mr. Stone.

Mr. Stone: You surely find time to read the Wall Street Bible, don't you—Journal, I should have said?

Mr. Keefe: No, sir, I do not.

Mr. Stone: Is it not a fact that the Wall Street Journal and the New York Journal of Commerce show immense losses in the earnings sustained by railroad employees?

Mr. Keefe: I have not seen or read the New York Journal for a year.

Mr. Stone: Do you show anywhere, in any exhibit, any statement relative to the financial administration of the railroads here represented, in any of your exhibits?

Mr. Keefe: In this exhibit, only to the extent to which I have shown it.

Mr. Stone: Do you cover that in a later exhibit anywhere?

Mr. Keefe: We have some additional exhibits to file.

Mr. Stone: In this outside operations, net revenues, do you count in that all revenue coming from outside sources other than rail operations?

Mr. Keefe: No, it is only that part of the classification of the Interstate Commerce Commission that is known under that head. I can give you the details; there are 21 items, if you like—

Mr. Stone: It is not necessary.

Mr. Keefe: The classification of accounts of the Interstate Commerce Commission will give you the details as to what is included in that item.

Mr. Stone: Then all these different holdings of these companies and their income from outside sources, that has perhaps been brought about by the investment of the productive efficiency of the men, are not shown at all?

Mr. Keefe: This is the result of the rail operations of the property.

Mr. Stone: Nothing else?

Mr. Keefe: Nothing else.

Mr. Stone: Then it shows nothing more than the results of rail operations by comparing a year of financial depression with two prosperous years, that is all?

Mr. Keefe: It shows the financial operations, comparing the year 1914 with 1913 and 1910.

Mr. Stone: Then that is really all the significance that this exhibit has, is it?

Mr. Keefe: To show the facts, that is all.

Mr. Stone: Just a comparison between a lean year and two fat ones?

Mr. Keefe: Just to show the actual facts as they exist.

Mr. Stone: Still, with this wonderful decrease that you show, it might be possible to show that there was still plenty of net revenue left, after all charges were paid, to take care of all the legitimate claims of the railroads, might it not?

Mr. Keefe: Read the question, please?

(The question was read as above recorded.)

Mr. Keefe: If it can be shown that there is such an amount left. I cannot subscribe to that.

Mr. Stone: Outside of six roads in the Western territory, do you know of any that have passed their dividends or made reductions in their dividends in the year 1914?

Mr. Keefe: I have made no inquiry and am not competent to speak on that point.

Mr. Stone: Then you do not know why the Frisco and the Rock Island did not pay any dividends in 1914?

Mr. Keefe: I am not aware.

Mr. Stone: In compiling these figures, did you discover why the Colorado & Southern passed its dividends in the year 1914?

Mr. Keefe: I made no inquiries or made no investigation as to any particular companies.

Mr. Stone: You must have made some investigations in getting these exhibits together, or, is this not your exhibit?

Mr. Keefe: This is an exhibit which I have filed, yes, sir.

Mr. Stone: But it is not prepared by you, I see, it is prepared by the Bureau of Railway Economics at Washington.

Mr. Keefe: Under instructions of our Committee, as to what they were to show.

Mr. Stone: But I understand you are the man who is swearing to these under oath, that these tables are correct, and that these compilations are correct?

Mr. Keefe: I am swearing as to what these statements show, Mr. Stone, and I have not any hesitancy or any doubt or any fear whatever that they are not the actual returns of the railroads to the Interstate Commerce Commission, and taken from the data that is on file with the Interstate Commerce Commission. I did not personally compile and put down every one of these figures.

Mr. Stone: Neither have you verified them or checked them in any way?

Mr. Keefe: Only to the extent of making certain that they were compiled as they were instructed to be compiled.

Mr. Stone: But so far as the correctness of any figure here, you are not prepared to say that they are correct. You believe they are correct?

Mr. Keefe: To the best of my knowledge and belief, they are absolutely correct and reliable.

Mr. Stone: But you have no personal knowledge to that effect?

Mr. Keefe: Only to the extent of supervising them and understanding how the data was secured. I have already stated I did not personally collect the data, Mr. Stone.

Mr. Stone: Well, the footnote at the bottom says that it was prepared by the Bureau of Railway Economics at Washington?

Mr. Keefe: Yes.

Mr. Stone: And sent on to you here to be introduced as an exhibit?

Mr. Keefe: We requested the Bureau of Railway Economics to make a collection of certain data that was from the reports filed with the Interstate Commerce Commission, the

same as we would ask any other statistician or firm at Washington to make a similar comparison from public records.

Mr. Stone: In compiling these different exhibits for this arbitration, you, no doubt, have made a careful study of the operating performance of the Western railroads, have you?

Mr. Keefe: I cannot say that I have, no, sir. I have noted the returns, but I have made no investigation or study of any particular company or companies.

Mr. Stone: And in all of your compilations of these financial statistics and data, you have made no study of the financial management of any of these roads here represented?

Mr. Keefe: No, sir; that is not the purpose for which I was selected on the Conference Committee of Managers.

Mr. Stone: Well, I would naturally suppose, as the man who was making the statements of the financial conditions of the roads, that you would be at least fairly familiar with the financial history of the roads for whom you are putting up the exhibit. Is not that a fair inference to draw?

Mr. Keefe: It is not such an inference as I would draw from it, no, sir. I am not qualified, nor will I go into any financial history of any of these railroads.

Mr. Stone: Then if that is true, Mr. Keefe, I cannot see just what bearing your exhibits that you are submitting as to the financial condition of these roads would have, if you are not qualified to answer any question as to the financial ability of these roads to pay.

Mr. Keefe: If there is any question you wish to ask regarding any particular road, I shall undertake to secure any such information as you may desire about it; but I am not testifying as to the financial relations or condition of any individual railroad party to this movement.

Mr. Stone: Or of all of them combined?

Mr. Keefe: I give the results of all of them combined, as shown by their financial reports, which are public documents on file at Washington.

Mr. Stone: Then you do not know, in the compilation of this, or from a compilation of their annual reports filed with the Interstate Commerce Commission, that at the present time these railroads engaged in this arbitration have on hand in actual cash over \$208,000,000 in reserve?

Mr. Keefe: I have made no investigation of that character.

Mr. Stone: Neither do you know that they have an accumulated surplus of over \$578,000,000 at the present time.

Mr. Keefe: I have made no investigation as to that.

Mr. Stone: Do you think the decline in revenues, as shown in 1914 over 1910 and 1913, indicate a decline in the productive efficiency of the Western railroads, so far as their engineers and firemen are concerned?

Mr. Keefe: I have made no investigation whatever into the productive efficiency of the engineers or firemen. I simply show here what is the actual and financial condition of these railroads, for this period of time.

Mr. Stone: Well, take for example, your own road, the Gulf, Colorado & Santa Fe. I find that in comparing your operating expenses for 1914 with 1913, that the engineers and firemen's payroll was \$28,551 less in the last year than it was in 1913, or in other words, the engineers and firemen received only 95.8 of the wages in 1914 that they did in 1913. Do you think that was due to loss of productive efficiency, or loss of mileage, or what?

Mr. Keefe: I have made no investigation as to what those figures show, Mr. Stone. I have not been on the G. C. & S. F. Railroad for a year, outside of three weeks, in June.

Mr. Stone: To what do you attribute the decline in operating revenue, 1914 as compared with 1913?

Mr. Keefe: The business was not there to move. Probably also some decreases in rates. I have made no investigation. Those are simply my surmises.

Mr. Stone: Well, then, you do not charge it to any increased outlay for locomotive engineers and firemen, do you?

Mr. Keefe: Decrease in operating revenues?

Mr. Stone: Yes.

Mr. Keefe: No, sir.

Mr. Stone: Are we to infer from this exhibit, Mr. Keefe, or are we to arrive at the conclusion, or is it your conclusion, I should say, rather, from this exhibit, that it is shown the Western railroads are financially unable to pay the wage increases that we request?

Mr. Keefe: My conclusion of this statement is that, taking

into consideration, at the time the last advances were made in the year 1910, that the amount of money that the railroads have taken in and the amount that they have available does not warrant or justify the men asking for any increases in compensation at this time.

Mr. Stone: Regardless of whether they are justified or not, are the roads financially able to pay the request? That is the question, regardless of whether, in your personal opinion or not, the men are not justified; the question is, are they financially able to pay the request?

Mr. Keefe: All roads are not. I would judge from the condition, that some of the roads are not at the present time.

Mr. Stone: I thought you just stated a short time ago that you had made no financial study.

Mr. Keefe: I am speaking just from general knowledge of the conditions of some of the railroads, without any investigation whatever.

Mr. Stone: I think that is all, Mr. Chairman.

RE-DIRECT EXAMINATION.

Mr. Sheean: Mr. Keefe, as a part of this Exhibit, namely, Sheet No. 4, there is shown, road by road, the net operating income, which is all of the money that is left to railroads, as I understand the classification of the Interstate Commerce Commission, after paying the operating expenses, income from operation, and deducting taxes.

Mr. Keefe: Sheet No. 6, instead of 4.

Mr. Sheean: Sheet No. 6, yes, operating income. Certain railroads upon this sheet No. 6 show that there is an actual deficit, so that it is perfectly clear from your exhibit 6, that they operate at an actual deficit, that there is not any money available either for paying debts or any one else, from operation. Is that not a fact?

Mr. Keefe: It would appear from the data shown on the sheet that those roads are in such shape as to be unable financially to pay any increase of any character.

Mr. Sheean: But as you have repeatedly stated to Mr. Stone, this exhibit was compiled simply to show all the items of income, from rail operation, the items of disbursement in operating expenses, the net operating income and the change

in taxes, first, between the two periods, beginning with the period when the last adjustment was made, and bringing it down to the year in which the demands were presented.

Mr. Keefe: Yes, sir.

Mr. Sheean: And from that time, bringing it down to date?

Mr. Keefe: Yes.

Mr. Sheean: You have not found, or do not know any place or any literature in which you could make an investigation upon the subject of productive efficiency, do you, Mr. Keefe?

Mr. Keefe: Well, there has been some—

Mr. Sheean: Unless you resort, of course, to Mr. Lauck's literature.

Mr. Keefe: That is the only literature I have ever seen, relating to the productive efficiency of engineers and firemen in Western territory, or the alleged productive efficiency.

Mr. Sheean: And when Mr. Stone asked you whether or not the decrease in operating revenues could be attributed in any way to the increased wages of firemen or engineers, operating revenue, as shown on this table and as described by the Interstate Commerce Commission, is all the money you take in from rail operation, no matter what you do with it?

Mr. Keefe: Yes.

Mr. Sheean: So that it is perfectly manifest that the demand of an increased wage to engineers or firemen, could not have any bearing on the question of operating income.

Mr. Keefe: As to an increase or decrease in operating revenue.

Mr. Sheean: An increase in the rate of wages of engineers or firemen, however, might have—or an increase would have in fact, an effect upon your net operating revenue?

Mr. Keefe: Yes.

Mr. Sheean: That is all.

Mr. Nagel: Mr. Keefe, according to the showing there, some of the roads are not in position to pay anything, are they?

Mr. Keefe: That is what I would infer, Mr. Nagel, from looking at the returns. I have not made any investigation. It simply shows that their operating expenses at the present time

exceed their operating revenues, and that they have a deficit under the present conditions of operation.

Mr. Nagel: You would not conclude from that circumstance that the engineers and firemen ought to be paid less than they are now being paid, or perhaps nothing at all?

Mr. Keefe: Well, it would look like there ought to be some kind of re-adjustment there, so as to bring the operating expenses within their income. As to how it should be done, of course, I am not prepared to say.

Mr. Nagel: Would you say, on the other hand, that the roads that are profitable, ought to increase their compensation in keeping with their results?

Mr. Keefe: No, I would not hardly say that, Mr. Nagel.

Mr. Nagel: Is it not true that in the last analysis, the proper standing of compensation for the men will have to be arrived at, without regard to the financial showing of the concern?

Mr. Keefe: There ought to be always due regard for the reasonableness of the wage in itself, in my opinion.

Mr. Nagel: The reasonableness of the wage is just as essential as the condition of the road bed, is it not?

Mr. Keefe: Yes, sir.

Mr. Sheean: And when it was elicited here, Mr. Keefe, that certain roads were actually operating at a deficit, and are operating at a deficit now, that was in connection with Mr. Stone's query whether, independently of the question of propriety or impropriety of the wages, there was any road that was unable to pay.

Mr. Keefe: That was my understanding of the query which was directed, yes, sir.

RE-CROSS EXAMINATION.

Mr. Stone: Mr. Keefe, on your exhibit 4, sheet 6, is it not a fact that these roads that show a deficit, so claimed, are owned by rich parent companies, and they are a little side issue?

Mr. Keefe: No, I do not believe I would care to subscribe to that, Mr. Stone: The first one I looked at was the Missouri & North Arkansas. The very first one shows a deficit in 1913.

Mr. Stone: Get further up the line. Take, for example, the—

Mr. Keefe: For the year 1914?

Mr. Stone: Yes.

Mr. Keefe: The first one that shows here a deficit on that is the Concho, San Saba & Llano Valley.

Mr. Stone: Who owns that?

Mr. Keefe: My understanding is that the stock is owned by the A. T. & S. F. Railway.

Mr. Stone: So it is really only one little district or one division of a great big system?

Mr. Keefe: It is one of their recently acquired lines.

Mr. Stone: And it is either held on account of its strategic position or something of that kind? The company did not acquire it, just simply for the pleasure of sinking money.

Mr. Keefe: I am not acquainted at all with the motive for acquiring it.

Mr. Stone: Take your Pierre, Rapid City & Northwestern; who owns that?

Mr. Keefe: I do not understand—

Mr. Stone: About eight or ten miles of track, and is owned by the North Western Company.

Mr. Keefe: I will take your statement for it. I am not acquainted with it at all.

Mr. Stone: That is my understanding. I speak from memory.

Mr. Sheean: It is shown in the grouping.

Mr. Keefe: It is my understanding that it is only about two miles long.

Mr. Stone: It is a bridge across the Missouri River. Two miles long then.

Mr. Keefe: I really do not know, just from general hearsay. The next one is Missouri & North Arkansas.

Mr. Stone: Yes.

Mr. Keefe: I do not know that anybody, other than the present owners of it, control that property. In other words, I don't—

Mr. Stone: That was a financial dream—a stock jobbing outfit. The Missouri & North Arkansas never should have been built.

Mr. Keefe: I do not know anything about that, Mr. Stone.

I know that the men apparently are asking for more wages on that road also.

Mr. Stone: Yes. You don't think we should pay the benefit of reorganizing every few years.

Take your next one, the Orange & Northwestern.

Mr. Keefe: Just a minute. This simply shows the results of the operating of the property, the difference between their operating revenues, and their operating expenses. I cannot see wherein anything in connection with reorganization has anything to do with these figures. They show simply the difference between their net operating expenses and actual operating income.

Mr. Stone: And the men who work on the road, it should not concern them in the least what is done with the money that the road earns, is that correct?

Mr. Keefe: It should concern them as to the ability of their company to pay.

Mr. Stone: Coming back to this exhibit on sheet 2, taking the A. T. & S. F. Railway, it appears from your statistics, given by the Company on sheet 2, that its operating revenues were \$93,540,268.19 in 1914.

Mr. Keefe: Yes, sir.

Mr. Stone: As compared with only \$89,592,992.20, in 1910.

Mr. Keefe: Yes, sir.

Mr. Stone: An increase for 1914, over 1910, of \$3,947,-275.89?

Mr. Keefe: Yes.

Mr. Stone: While on sheet No. 3, column 5, you show an increase in total operating expenses, for 1914 over 1910, of—

Mr. Keefe: Pardon me. You called the wrong sheet number.

Mr. Stone: Sheet No. 3.

Mr. Keefe: Pardon me. Sheet No. 3, column 5, yes, sir.

Mr. Stone: You show an increase in net operating revenue, for 1914—you show an increase in total operating expenses for 1914 over 1910 of \$2,622,420.91?

Mr. Keefe: Yes, sir.

Mr. Stone: Column No. 5, sheet No. 4, shows an increase in net operating revenue for 1914 over 1910 of \$1,324,854.98.

Mr. Keefe: Yes, sir.

Mr. Stone: And column No. 5 of sheet No. 6, an increase in operating income during the same period of \$51,424.30.

Mr. Keefe: Yes, sir.

Mr. Stone: In view of the industrial conditions existing in 1914, these figures indicate, do they not, so far as any significance can be attached to them, that the Atchison Company is well able to grant reasonable increases to the engineers and firemen, in accordance with their request?

Mr. Keefe: Do I understand from that, that your request for engineers and firemen alone, on the Santa Fe entire system would only amount to \$51,000?

Mr. Stone: No, I did not say that.

Mr. Keefe: It shows there was only \$51,000 increase, whereas I think on any basis of estimate that even you might prepare, your requests for your engineers and firemen will amount to more than that, on that road alone—a great many times that amount.

Mr. Stone: All right. Take the Chicago, Burlington & Quincy. It appears from your present exhibit, total operating revenue of this company was \$4,881,416.91 greater in 1914 than in 1910.

Mr. Sheean: Sheet No. 2, column 5.

Mr. Keefe: Yes.

Mr. Stone: As compared with a decrease in the total operating expenses during the same period of \$862,566.87.

Mr. Keefe: Yes.

Mr. Stone: It further appears from this exhibit, that the net operating revenue of the Burlington, was \$5,743,983.78 greater in 1914 than in 1910. It further shows that while the operating income shows an increase during this period of \$4,722,097,—in what respect do these figures indicate that this company is unable to pay increases requested?

Mr. Keefe: These figures speak for themselves, Mr. Stone.

Mr. Stone: That is all.

Mr. Sheean: That is all on that.

RE-DIRECT EXAMINATION.

Mr. Sheean: Mr. Keefe, have you also prepared an Exhibit No. 5?

Mr. Keefe: Yes, sir.

(The document, so offered and identified, was received in evidence and thereupon marked ("Railroads' Exhibit No. 5, January 27, 1915."))

Mr. Sheean: Mr. Keefe, Exhibit No. 5 is headed "Summarized income account individual railways, for the fiscal year ending June 30, 1910." Sheet No. 2 of that exhibit "Summarized Income Account Individual Railways, for the Fiscal Year Ending June 30, 1913," and Sheet No. 3, "Summarized Income Account Individual Railways, for the Fiscal Year Ending June 30, 1914." I wish you would explain, if you please, just what you mean by "income account," and where you get that term?

Mr. Keefe: From the Interstate Commerce Commission's classification of operating expenses and revenues.

Mr. Sheean: And what is the income account, as described by the Interstate Commerce Commission's method of book-keeping? How is it arrived at?

Mr. Keefe: Why, it is their classification of the manner in which the books and accounts of the railway companies are to be kept and maintained.

Mr. Sheean: Just to make clear what is meant by "Income account," will you give us briefly what items are first taken, what deductions are made, and what you arrive at as the income account?

Mr. Keefe: The details are prescribed on the annual report of the Interstate Commerce Commission, as shown on page 29, for their year ending June 30, 1914, and it designates the account No. 1, first, as Rail Operations, Revenues. Second, Rail Operations, Expenses.

Account No. 3, auxiliary or outside operations, revenues.

Account No. 4, auxiliary or outside operations, expenses.

Account No. 5, railway tax accruals.

Then what is known as railway operating income. Other income.

Account No. 6, income from lease of road.

Account No. 7, hire of equipment, credit balance.

Account No. 8, joint facilities, rent income.

Account No. 9, miscellaneous rent income.

Account No. 10, net profits from miscellaneous physical property.

Account No. 11, separately operated properties.

Account No. 12, dividend income.

Account No. 13, income from funded securities.

Account No. 14, income from unfunded securities and accounts.

Account No. 15, income from sinking and other reserve funds.

Account No. 17, contributions from other companies.

Account No. 18, miscellaneous income.

All of those accounts, from 6 to 18, are known as other income, and are shown under column number 9 of that Exhibit number 5

Mr. Sheean: Now, Mr. Keefe, on each of these sheets, 1, 2 and 3, you have caused to be shown under the columns, the separate items which the Interstate Commerce Commission requires to be shown in making up the income statement or the income account of the roads severally?

Mr. Keefe: Yes, sir.

Mr. Sheean: Are the same items or same designations from columns 1 to 19 followed on each of the three sheets?

Mr. Keefe: Yes, sir.

Mr. Sheean: And the same order as to the railroads?

Mr. Keefe: Yes, sir.

Mr. Sheean: Your preceding exhibits have shown for the roads severally the total operating revenues, the total operating expenses and the net operating revenue, the net revenue from outside operations, the taxes and the operating income, being columns 1 to 8.

Mr. Keefe: Yes, sir.

Mr. Sheean: You have, on this exhibit, continued all of the other items which the Interstate Commerce Commission requires to be shown in connection with and as a part of the income account of the individual railroads?

Mr. Keefe: Yes, sir.

Mr. Sheean: Now, coming down to the matter of deductions from income, Mr. Keefe, what were the interest payments on funded debt in these three years?

Mr. Keefe: As shown on the bottom of column No. 10, for the year 1910, it was \$166,873,921.

Mr. Sheean: In 1913?

Mr. Keefe: In 1913 it was \$194,070,185.

Mr. Sheean: And the year ending June 30, 1914, interest on funded debt?

Mr. Keefe: \$193,731,080.

Mr. Sheean: In the year 1910, what were the total dividends declared on all of the roads involved in this movement combined, both the preferred and common stock, shown in columns 14 and 15?

Mr. Keefe: The dividends declared out of income for the year ending June 30, 1910, as shown on the bottom of column No. 16, were \$168,150,945.

Mr. Sheean: In 1913, on the same roads—

The Chairman: Does that include the preferred and common stock dividends?

Mr. Keefe: Yes, sir.

Mr. Sheean: They are shown separately in columns 14 and 15, and column 16 shows the combination of preferred and common. Now, in 1913, what was paid in dividends?

Mr. Keefe: Out of income—

Mr. Sheean: Let us get them separately. In preferred stock, how much preferred dividends were paid in 1913 as compared with 1910?

Mr. Keefe: In 1910, the dividends declared out of income on preferred stock were \$26,811,130.

Mr. Sheean: And in 1913, how much dividends were paid on preferred stock of the roads?

Mr. Keefe: \$21,905,316.

Mr. Sheean: And in 1914 how much was paid in dividends on preferred stock?

Mr. Keefe: \$21,609,500.

Mr. Sheean: Those being shown in column 14 on each of the sheets 1, 2 and 3?

Mr. Keefe: Yes, sir.

The Chairman: How do you account for that? Was there a less dividend paid on the stock?

Mr. Keefe: Certain companies had less payments in 1914 and 1913.

The Chairman: They reduced their dividends?

Mr. Keefe: Yes. I have not looked at each one of the individual companies, but there were some companies that declared a dividend in 1910 that did not do it in 1913 and 1914.

The Chairman: There was not any of the stock retired in the meantime?

Mr. Keefe: I do not know, Mr. Chairman.

Mr. Sheean: The detail as to each road is shown, as to what the change was.

The Chairman: Yes. I just wanted to get it in my mind.

Mr. Sheean: Most of it, I think you could work backward, from the difference in amount; as to whether there was a change in the rate of dividend, from 6 to 5, or 5 to 4; it would show from the figures.

In the common stock, column 15, showing the dividends on common stock in the several years; what was paid on common stock in 1910?

Mr. Keefe: \$140,940,228.

Mr. Sheean: In 1913?

Mr. Keefe: \$132,436,434.

Mr. Sheean: A dropping off of how much there?

Mr. Keefe: A dropping off of \$8,000,000.

Mr. Sheean: In 1914?

Mr. Keefe: In 1914, \$124,546,206.

Mr. Sheean: Or a dropping off of how much?

Mr. Keefe: A dropping off of \$8,000,000 as compared with the previous year, or a total of \$16,000,000, as compared with 1910.

Mr. Sheean: Now, in column 17, showing the appropriations from income for additions and betterments, what is the change between these years?

Mr. Keefe: The appropriations out of income for additions and betterments, in 1910, amounted to \$10,633,797, as shown on the bottom of column 17.

Mr. Sheean: And in 1913?

Mr. Keefe: In 1913 it was \$19,757,874.

Mr. Sheean: And in 1914?

Mr. Keefe: \$11,648,314.

Mr. Sheean: What was carried to surplus or transferred to profit and loss in 1910, 1913 and 1914?

Mr. Keefe: As shown on the bottom of column 19, in 1910, it amounted to \$57,826,381, while in the year 1913, it was \$45,955,296, or a decrease of \$12,000,000, while in 1914, it was

\$33,355,906, a decrease of \$12,000,000 over the previous year, 1913, or a decrease of \$24,000,000 over the year 1910.

Mr. Sheean: On June 30, 1914, being sheet No. 3 of this exhibit, does this page show all of the dividends declared by these railroad companies?

Mr. Keefe: It shows such of the dividends as were declared out of income. In 1913 and 1914 there were two companies, the Milwaukee Railroad and the Illinois Central, that, while they declared a dividend out of income in 1910, did not do it in 1913 or 1914, but they declared it out of their surplus, and I have shown, included in the dividends, the amount that was declared from their surplus, with a notation down there that that dividend for those two roads was declared out of surplus, so as to make a comparison between the respective years, as to the amounts of dividends that were declared.

Mr. Sheean: Well, all of these compilations are in accordance with the form followed by the Interstate Commerce Commission?

Mr. Keefe: Yes, sir, they were taken from the public records of the Interstate Commerce Commission.

Mr. Sheean: And they also make the classification as to whether dividends are declared out of income, columns 14, 15 and 16, do they?

Mr. Keefe: Yes, sir.

Mr. Sheean: Would there be shown, or is there shown, any declarations of stock dividends, if there was stock in other companies?

Mr. Keefe: I am not an accountant, Mr. Sheean, but from what knowledge I do have, I am certain that they would not; that is, I am not certain that they would not, but I am under the impression that they would not.

Mr. Sheean: Because of the heading showing dividends declared out of income, the effort is to arrive at whether the dividends declared have been earned from operation?

Mr. Keefe: Yes.

Mr. Sheean: Was there anything further in connection with these summarized income accounts of the railroads for these three fiscal years to which you wish to direct attention, Mr. Keefe?

Mr. Keefe: I would like to direct attention to the other

income account, shown in column number 9. The other income received by the railroads, other than rail operation, in 1910, amounted to \$137,136,639, while in 1913 it was \$144,337,022, while in 1914, it was \$154,434,976, or an increase over the preceding year of \$10,000,000, and an increase over 1910, of \$17,000,000.

Mr. Sheean: So that wherever there is an increase—frequently the matter of an increased corporate income possessed by any railroad company is because of increase in other incomes, rather than from rail operation?

Mr. Keefe: Yes. There is one explanation I would want to show, too. The figures shown on this statement for the year 1914, were those that were taken from the annual reports filed with the Commission. The data for the year 1914, for the preceding Exhibit No. 4, were taken from the monthly reports. At the time we compiled that, the annual reports had not been filed, and there is a notation shown on the bottom of sheet No. 6 of Exhibit 4, reading that the returns for 1910 and 1913 are taken from annual reports, those for 1914 from monthly reports, and there is just a slight difference between the figures for 1914 on this exhibit and on the preceding exhibit, that is, Exhibit No. 5 as compared with Exhibit No. 4, and that is simply due to the fact that the returns shown on Exhibit No. 5 are the annual returns, while the data for 1914 is just an accumulation of monthly reports. Just a slight difference in the totals.

Mr. Sheean: But no material change or departure to which you wish to direct attention?

Mr. Keefe: No, sir.

Mr. Sheean: And nothing that in a general way would change in any way the general showing of the two exhibits?

Mr. Keefe: No, sir.

Mr. Sheean: Is there anything further in connection with this exhibit?

Mr. Keefe: No, sir.

Mr. Sheean: You may cross-examine, Mr. Stone.

CROSS-EXAMINATION.

Mr. Stone: My understanding is that these dividends declared in columns 14 and 15 and the totals in column 16 are out of income from rail operation only. Is that correct, Mr. Keefe?

Mr. Keefe: No, out of their total income. Not out of rail operation, but dividends declared out of their entire income as shown by the Interstate Commerce Commission's annual report.

Mr. Stone: But it does not show, for example, any outside ventures of the railroad, does it? It is not included in here?

Mr. Keefe: In the other income, yes, sir, Column 8. The other income includes all of the income of the corporate property, in addition to the rail income. That is, income from hire of equipment, credit balance; income from lease of road; dividends; income from dividends received from other companies, and income from funded securities; income from unfunded securities and accounts; incomes from sinking and other reserve funds; contributions from other companies; miscellaneous income, or the income from whatever source the corporate property receives it.

Mr. Stone: Then you would understand from that, if the railroad owned, under another name, some other property, that the income would be shown here, like a town site company, or land company, or an oil company; would that be shown here if there were any income from it.

Mr. Keefe: It shows all of the income that any railroad corporation receives, from any source.

Mr. Stone: Well, but they might be incorporated under another name and still own another outside company, might they not? They might be incorporated under the name of a railroad.

Mr. Keefe: If a railroad corporation receives any income from that railroad, it would be shown under this return. It is in strict accord with the Interstate Commerce Commission classification of accounts, Mr. Stone.

Mr. Stone: I understand that, but what I was trying to get at is, if in this other income they included these outside holdings in other properties, separate and distinct, other corporations separate and distinct from the railroad corporation.

Mr. Keefe: If the railroad corporation received any income during the year from any of those outside companies that you term, it would be shown in this income account, in this column?

Mr. Stone: If there were any special dividend declared

during the year from other sources, would this be shown during the year out of income declared from dividends?

Mr. Keefe: If the dividends were declared out of income, yes, sir, it would be shown on this statement.

Mr. Stone: Well, take for example, a recent special dividend declared when the Central Pacific Company sold their holdings of stock, some thirty or forty per cent of a special dividend declared, would that be shown here? As the newspapers said at the time, when they "cut a melon?"

Mr. Keefe: If those dividends were declared out of their income, yes, it would be shown here.

Mr. Stone: Do you show anywhere, in any of these exhibits, Mr. Keefe, the increased capitalization during this period from 1910 up to the present time.

Mr. Keefe: Increased capitalization, no, sir.

Mr. Stone: In what column would I find the interest paid on bonds during this time?

Mr. Keefe: "Interest on Funded Debt," column No. 10.

Mr. Stone: It would come in the funded debt column 10, all the interest on bonds?

Mr. Keefe: Yes, bonds or other form of funded debt.

Mr. Stone: That would include all types of indebtedness then, grouped in column 10?

Mr. Keefe: Yes, any class of funded debt.

Mr. Stone: I find in column 16, sheet No. 3, that despite the unfavorable industrial conditions of the year 1914, there was an aggregate paid in dividends of over \$146,000,000, to these railroads, was there not?

Mr. Keefe: Declared by these railroads. That was dividends declared out of income by these railroads, and that was a decrease over 1910 of \$22,000,000.

Mr. Stone: Well, I find on comparing 1910 with 1914, that the roads that did not pay dividends in 1914 were the Rock Island, the Frisco and the M. K. & T. Do you think that these dividend curtailments have been due to the financial management of these railroads, or what caused that?

Mr. Keefe: I have no knowledge.

Mr. Stone: Do you know of any failure to pay interest charges in 1914 that was due to operating conditions and not bad financial management?

Mr. Keefe: I have made no investigation as to why there was any failure to pay dividends.

Mr. Stone: Then, this exhibit, like the one preceding it, does not make any real study of the actual financial conditions of the railroads at all, does it? It simply gives the figures, without making a study as to the causes that led up to the present condition.

Mr. Keefe: It is simply a tabulation of the returns made by the railroads to the Interstate Commerce Commission as to the operation of their property, the entire operation of their property.

Mr. Stone: And it does not show anything relative to the resources of the railroads in the way of surplus cash on hand, or the accumulated assets of railroads in any way?

Mr. Keefe: It shows nothing more than what is on the face of this table.

Mr. Stone: No showing as to the losses incurred to the locomotive engineers and firemen during this year of 1914 of financial depression? That does not figure in this at all?

Mr. Keefe: The table has no compilation of that character.

Mr. Stone: And in this table you have done the same as you did in the preceding exhibits. You have drawn a comparison between two of the best years with the year of financial depression of 1914?

Mr. Keefe: Made a comparison of the actual facts of the year in which the men received their last award and the year in which the new demands were presented, and the conditions at the present time.

Mr. Stone: Do you submit these sheets or income accounts in further support of your contention that the Western railroads are unable to pay our request?

Mr. Keefe: I submit them to show what are the real facts of the financial conditions of the railroads.

Mr. Stone: Then the question of whether they are able to pay our request or not has no bearing on this sheet? This sheet has no bearing on our request, rather.

Mr. Keefe: I don't agree to that.

Mr. Stone: I think that is all.

RE-DIRECT EXAMINATION.

Mr. Sheean: Have you caused to be compiled Exhibit No. 6, Mr. Keefe?

Mr. Keefe: Yes, sir.

Mr. Sheean: Mr. Keefe, this Exhibit No. 6 consists of a single sheet?

Mr. Keefe: Yes, sir.

Mr. Sheean: And shows the expenditures of the railroads who are parties to this arbitration for Additions, Extensions and Improvements of Property during the three years ending June 30, 1913?

Mr. Keefe: Yes.

(The document so offered and identified was received in evidence and thereupon marked "Railroads' Exhibit No. 6, January 27, 1915.")

Mr. Sheean: Now, I wish you would explain, if you please, the manner in which these items were obtained from the reports on file with the Interstate Commerce Commission.

Mr. Keefe: This table is a compilation of the data shown in the annual reports for the respective railroads shown. That is, reports to the Interstate Commerce Commission for the respective roads shown, and includes all expenditures made for additions, extensions and improvements of property, without regard to the source from which the money was obtained to make such additions or betterments or extensions.

Mr. Sheean: Just a minute, Mr. Keefe: In July, 1907, or thereabouts (effective at that time I think) the Interstate Commerce Commission required the railroads, severally, to make report each year in detail for all amounts expended for the extension and improvement of properties utilized for transportation.

Mr. Keefe: Yes, sir.

Mr. Sheean: And the amounts thus expended have been filed with and under the supervision of the Interstate Commerce Commission ever since 1907?

Mr. Keefe: Yes, sir.

Mr. Sheean: Now, the footnote or explanatory note here shows the manner in which these amounts have been obtained for the three years covered by the exhibit, does it not?

Mr. Keefe: Yes, sir.

Mr. Sheean: And, irrespective entirely of the question of what was the proper amount with which to start in the year 1907, all the amounts expended since that time, have been under the supervision of the Interstate Commerce Commission, at least as to the manner in which the accounting shall be kept.

Mr. Keefe: Yes, sir.

Mr. Sheean: And during the three year period—or perhaps before we go to that, Mr. Keefe, it will be necessary to explain the number of accounts or the number of items which the companies are required to furnish in this connection to the Interstate Commerce Commission.

Mr. Keefe: They are grouped under three general heads, Expenditures for Road, Expenditures for Equipment, and General Expenditures.

Mr. Sheean: The Expenditures for Road, contains 36 separate and distinct items. The information shown in column No. 1 is the total for those 36 separate and distinct items.

The heading "Expenditures for Equipment," includes six accounts, and the information shown in column No. 2 is for the total of those six accounts.

Mr. Keefe: The Commission prescribes just what shall be carried under the heading of "Expenditures for Road" and "Expenditures for Equipment."

Mr. Sheean: And also under the head of "General Expenditures."

Mr. Keefe: Also under the head of "General Expenditures."

Mr. Sheean: How many different accounts are included under the head of General Expenditures?

Mr. Keefe: Six general accounts. The information shown in column 3 is for the total of those six different accounts.

Mr. Sheean: Then is there also shown separately upon the report to the Interstate Commerce Commission, and as a separate item the "Cost of Road Purchased?"

Mr. Keefe: Yes, sir, known as their account No. 36.

Mr. Sheean: The manner of the keeping of this expenditures for road and equipment account is prescribed at what page of the annual report of the Interstate Commerce Commission?

Mr. Keefe: For the year June 30, 1914, commencing on page No. 34, and extending through to page 37, inclusive.

Mr. Sheean: This Exhibit No. 6, Mr. Keefe, shows, if I read it correctly, that during the three year period ending June 30, 1913, the railroads who are parties to this arbitration expended \$1,058,386,502.81 in additions, extensions, betterments and improvements of property, in accordance with the forms prescribed by the Interstate Commerce Commission?

Mr. Keefe: Yes, sir.

Mr. Sheean: Now, in that time, however, there were shown in the reports to the Interstate Commerce Commission that there had been expended, in the cost of road purchased, \$391,855,197.

Mr. Keefe: Yes, sir.

Mr. Sheean: So as to avoid the possibility that the figures submitted here might show duplication, one railroad purchasing another railroad company, and thereby show it as an additional expenditure, did you cause that item to be deducted—the item of “Cost of Road Purchased,”—from the total expenditures?

Mr. Keefe: Yes, sir.

Mr. Sheean: And even with all of the item deducted of the amount expended for cost of road purchased, this item shows that in that three year period there was expended over six hundred and sixty million dollars by the railroads who are parties to this arbitration.

Mr. Keefe: Yes, sir.

Mr. Sheean: That is shown in detail for the different lines, is it?

Mr. Keefe: Yes, sir.

Mr. Sheean: So that not merely upon the lines considered compositely, but railroad by railroad, these different items are shown upon this sheet?

Mr. Keefe: Yes, sir.

Mr. Sheean: Now, some railroads, Mr. Keefe, show a decrease in certain years. Will you explain, if you please, how that may come about under the accounting system of the Interstate Commerce Commission?

Mr. Keefe: Why, they are all made in accordance with the accounts of the Interstate Commerce Commission. There were some adjustments made, or credits made to cost of road and

expenditures for equipments, on account of facilities abandoned or destroyed and not replaced; and there are credits to these three general heads, for that reason. And there are also credits for some peculiar conditions in connection with each railroad, which are made in accordance with the requirements of the Interstate Commerce Commission.

Mr. Sheean: I notice, for instance, the Gulf & Interstate Railway of Texas there, up near the top of the page, carried out in the totals in the last column, column 6, in a large amount of money. That would bring down the total expenditures in that amount, treated in the aggregate, would it not?

Mr. Keefe: Yes.

Mr. Sheean: Just tell us how that credit could arise under the book-keeping methods of the Interstate Commerce Commission, or how it does arise.

Mr. Keefe: I can give the details of that credit, because I am connected with it.

Mr. Sheean: I simply wanted to make clear how it could be possible to have a credit in this account, Mr. Keefe.

Mr. Keefe: In this company, the Gulf & Interstate Railroad Company leased to the Santa Fe Dock & Channel Company a considerable part of their wharfage and Dock Company at Port Bolivar, to the separate company, and, of course, they had to credit on their cost of property account the value of such facilities which were leased to this other corporation.

Mr. Sheean: That is, having made their report, showing the cost of property account, if that was actually leased to another company, thereby depriving them of so many miles or so much property a credit would have to be shown in the year in which it separated itself from that property?

Mr. Keefe: Yes, sir.

Mr. Sheean: So, in the columns here, 5 and 6, the effort has been to eliminate anything due to a mere change of ownership of property?

Mr. Keefe: Yes.

Mr. Sheean: As between two different roads?

Mr. Keefe: Yes, sir. The purpose is to give the extent to which the railway properties have been bettered or extended or increased.

Mr. Sheean: For instance, taking the Chicago Great West-

ern, column 4, shows a total during this three year period of \$7,730,633.77 as the item—or the total; with the item No. 36, namely, cost of road eliminated, it would leave the only change there is to that railroad, in the way we have carried it here, of \$644?

Mr. Keefe: Yes.

Mr. Sheean: That was done on the safe side, showing or giving credit, rather, in the total, to any transfer that might be a mere transfer from one railroad company to another railroad company, by eliminating the entire cost of road purchased?

Mr. Keefe: Yes.

Mr. Sheean: And with those deductions from this \$1,000,000,000, there remains over \$666,000,000 expended for additions, extensions and improvements in this three year period?

Mr. Keefe: Yes.

Mr. Sheean: Anything further you wish to say as to this Exhibit 6?

Mr. Keefe: No, sir.

Mr. Sheean: There is another one that is really very closely connected with that, Mr. Stone. I think, perhaps, it will expedite to go right along to the next exhibit, Exhibit No. 7. I think, in other words, that you will probably cover the two better and more satisfactorily at the one time, than to take them up separately.

(The document, so offered and identified, was received in evidence and thereupon marked "Railroads' Exhibit No. 7. January 27, 1915.")

Mr. Sheean: This Exhibit No. 7, Mr. Keefe, I believe was designed to show what part of this \$660,000,000 shown on the preceding Exhibit 6, was devoted specifically to such expenditures as relate to or aid in increasing efficiency and safety, and to expedite train movement?

Mr. Keefe: Yes, sir.

Mr. Sheean: It shows substantially one-third of the total expenditures, or over \$221,000,000 expended for the purposes shown on lines 1 to 15?

Mr. Keefe: Yes, sir.

Mr. Sheean: Now, in just what way was this information obtained?

Mr. Keefe: This information was obtained directly from the railroads, because it was impossible to make a heading, under the headings that we desired from the report to the Interstate Commerce Commission, but we made a request upon each railroad, to make certain that the information they showed here agreed with and balanced with the data shown to the Interstate Commerce Commission, for the gross amount.

Mr. Sheean: That is, you asked the railroads to separate into greater detail the various purposes of the expenditures, reported in a more general item to the Interstate Commerce Commission?

Mr. Keefe: Yes.

Mr. Sheean: How did you divide, or into what headings are divided the improvements that are considered as having a tendency to increase efficiency and safety, and to expedite train movement?

Mr. Keefe: Why, the additional main lines of track, additional passing tracks, the grade reduction and elimination of curves; yard improvements; new terminals; block signals; interlocking plants; bridges; ballast; heavier rail; telegraph and telephone lines; water and fuel stations; track elevation, and other right of way improvements.

Mr. Sheean: And treating the roads as one, as if they were one operating railroad, how much was spent by them during this three year period for grade reduction and the elimination of curves?

Mr. Keefe: \$21,920,345.15, as shown on the bottom of column 3.

Mr. Sheean: In yard improvements during that time, approximately?

Mr. Keefe: Shown at the bottom of column 4, approximately, \$15,000,000.

Mr. Sheean: For block signals?

Mr. Keefe: As shown on the bottom of column 6, approximately, \$6,500,000.

Mr. Sheean: Interlocking plants?

Mr. Keefe: Shown in column 7, \$1,270,000.

Mr. Sheean: Bridges?

Mr. Keefe: A little over \$19,000,000.

Mr. Sheean: And in that connection, Mr. Keefe, in the

replacing or renewal of a bridge, does the Interstate Commerce Commission prescribe the method and manner of what shall be charged up to new construction, and what to maintenance or renewal?

Mr. Keefe: To additions and betterments.

Mr. Sheean: And so there is not put in here the total cost of a new bridge, but simply that part of it which is an addition to or betterment over the prior existing railroad?

Mr. Keefe: Yes, sir.

Mr. Sheean: And that is true, also, is it, where there is any replacing of rails or any of the material that goes—

Mr. Keefe: Yes, sir; any existing facilities.

Mr. Sheean: This being the part that you are permitted to charge to capital account as being an addition or betterment to the plant and property account?

Mr. Keefe: Yes, sir.

Mr. Sheean: In heavier rail, during this three year period, which went to capital account, how much money was spent by the railroads?

Mr. Keefe: Over \$17,971,000.

Mr. Sheean: And in the installation of water and fuel stations, not merely replacing, but going to capital account, as additions and betterments to property?

Mr. Keefe: A total of \$751,000.

Mr. Sheean: Or, in the aggregate, for these various improvements to facilities, how much?

Mr. Keefe: As shown on the bottom of column 15, \$221,565,877.

Mr. Sheean: Was there anything further in connection with Exhibits 6 and 7 that you wish to direct special attention to?

Mr. Keefe: No, sir.

Mr. Sheean: You may cross-examine, Mr. Stone.

CROSS EXAMINATION.

Mr. Stone: Just what is your purpose, Mr. Keefe, in submitting Exhibits 6 and 7?

Mr. Keefe: To show the amount of money that these railroads are expending, to enable them to handle their business efficiently, properly and economically. Exhibit No. 7 is to show

how much of the aggregate is charged to the increased efficiency and safety, and to expedite train movement.

Mr. Stone: Just what bearing have these two exhibits on the request of the engineers and firemen for increased wages?

Mr. Keefe: It is information for the Board, to know what the railroads are required to expend and have expended for improvements to their property, and that it is not only a question of wages of the men that they must consider at this time, but also the fact of the ability of the railroads to procure additional funds to continue to make such improvements as are necessary for the railroads to successfully and properly operate their properties.

Mr. Stone: These expenditures for property that you show in these two exhibits, have been made both from income and from the proceeds of securities sold, have they not?

Mr. Keefe: They have been made, disregarding the source from which the cash was received, to make the improvements.

Mr. Stone: It might be from further securities sold, and some of it may be from income?

Mr. Keefe: It is without regard to the source.

Mr. Stone: But the fact remains that the additions and betterments made from income represent an added value of the property to the stockholders, in addition to the cash dividends distributed, do they not?

Mr. Keefe: Any money invested in railway property, regardless of its source, makes a better property and a more satisfactory property, a more valuable concern.

Mr. Stone: So it really increases the value of the property to the stockholders who own the property. The preceding exhibit, if I remember correctly, showed, even for the year 1914, that more than \$10,000,000 was appropriated from income for additions and betterments. So, in addition to the cash dividends, that should also be added to the declared dividends of the roads, should it not, in all fairness? It really is a dividend, in a way, is it not?

Mr. Keefe: While it is money that is appropriated for additions and betterments to the property, there are certain additions and betterments that are made that, of course, do not

increase the ability of the railroad company to make more money.

Mr. Stone: Take, for example, in Exhibit 6, you show in column No. 5, where the Santa Fe spent over \$4,000,000, cost of road purchased; that is an addition to the property of the Santa Fe Company, is it not?

Mr. Keefe: I would so understand it and so interpret it. They paid that much money out for new properties.

Mr. Stone: So that the footing of that column, of \$391,000,000—is that correct?

Mr. Keefe: Yes, sir.

Mr. Stone: That has really been put back into the property in the purchase of other lines, by these different roads, has it not?

Mr. Keefe: That is the aggregate amount of the items that have been charged to account 36, cost of road purchased; and we have simply deducted that from the gross amount, to show the amount that was charged, or that could be considered as absolutely applying for additions, improvements and extensions of property.

Mr. Stone: Then the fact remains, that the property held by the stockholders has been increased that much during the year by the purchase of other lines; that much more money has been put back into the properties?

Mr. Keefe: This is for a three year period, and it does not at all infer that it was from the income of the railroads. This might be produced from issuance of additional securities, as provided for in the accounts of the Commission.

Mr. Stone: Take this question of the Gulf & Interstate of Texas, that you show a heavy deficit for, all the way through, in Exhibit 6; what brought that about? I believe you explained it in part, that it was simply a bookkeeping account.

Mr. Keefe: That is not a deficit; that is a credit to the property account of the Gulf & Interstate; that is the extent to which the property account of that railway was credited during that three year period.

Mr. Stone: But it is simply a matter of bookkeeping, is it not, by transferring from one pocket to the other of the same company? It is all held by the same holding company, is it not? The Santa Fe Company owns it?

Mr. Keefe: Yes, but the company that acquired control of that particular property is not included in these tabulations here. The Santa Fe Dock & Channel Company acquired this property of the Gulf & Interstate Railroad, and therefore there was a credit, as provided for by the accounts of the Interstate Commerce Commission, to the Gulf & Interstate Railroad for the value of that railroad which was so transferred.

Mr. Stone: But it was only a charge account, in your manner of bookkeeping?

Mr. Keefe: It was a proper entry as between the two corporations.

Mr. Stone: You do not mean to infer from that, that that much money has really changed hands and has gone to the stockholders of the Gulf & Interstate, do you?

Mr. Keefe: The Gulf & Interstate received a consideration from the Santa Fe Dock & Channel Company for the property which it turned over to them. I recall it now. It was a note given by one company to the other, that is my recollection.

Mr. Stone: The fact remains that all of these additions and betterments which you show in columns 1, 2, 3, 4 and 5 of Exhibit 7 are all to increase the efficiency of the road, are they not?

Mr. Keefe: They were for the purpose of increasing the efficiency and safety and to expedite train movements.

Mr. Stone: But do they not all have the effect, this buying of heavier power and this elimination of grades and curves, of increasing your tonnage of trains and your train haul?

Mr. Keefe: They have a material effect in the economical and better operation of our properties.

Mr. Stone: Thereby you increase the output of the individual unit, do you not?

Mr. Keefe: I do not quite understand what you mean by the output of the individual unit.

Mr. Stone: Well, the productive efficiency of the individual engineer and fireman or train crew regarded as a unit.

Mr. Keefe: It has an effect upon the proper, economical and satisfactory operation of the properties.

Mr. Stone: Yes, the same thing, only another way round.

Mr. Keefe: I do not subscribe to your statement.

Mr. Burgess: Has it resulted, in any instance, in increasing the train load?

Mr. Keefe: I made no investigation to determine that.

Mr. Burgess: Then you are not in a position to say whether the train load has increased in the past ten years or not?

Mr. Keefe: Oh, yes, I have a further exhibit which shows what has been the increase in the train load over a certain period of time; it is not ten years.

Mr. Park: You spoke about its effect on the safety. Does the installation of automatic signals and interlocking plants tend to reduce the hazard of the position of engineer or fireman?

Mr. Keefe: They tend to make for more safe operation of the property.

Mr. Park: That is also true of second and third main tracks; it is safer to operate on second and third main tracks, or on double tracks, than on single tracks?

Mr. Keefe: Yes.

Mr. Stone: That would also be true of the installation of heavier bridges and ballast, all tending to make the engineers' and firemen's occupation less hazardous. That would be the effect to a certain extent, would it not?

Mr. Keefe: They all tend to make for better and safer operation of the property.

Mr. Stone: But when these expenditures were made, it was not the safety of the employes you had in mind, was it?

Mr. Keefe: Everything was taken into consideration in making the appropriations.

Mr. Stone: Is it not a fact that your heavier bridges and heavier rails and heavier ballast were necessary, on account of the increase in the weight of your power?

Mr. Keefe: They were necessary for a number of reasons, Mr. Stone; and heavier power also necessitates these additional improvements and expenditures.

Mr. Stone: How many of these interlocking plants were the railroads compelled to put in by an order of the Railway Commission of that particular state?

Mr. Keefe: I do not know.

Mr. Stone: Is it not true that some of the states are requiring the roads to equip with block signals as fast as possible?

Mr. Keefe: I have only direct knowledge of one state,

Louisiana, that has passed some regulations as to the automatic blocks. There are a number of states that have had some legislation and issued some orders in connection with block signals.

Mr. Stone: The same is true in nearly all the states, that they have legislation in regard to interlocking plants, do they not, at railway crossings?

Mr. Keefe: A number of them have. I do not know how many, Mr. Stone.

(Whereupon, at 12:30 o'clock P. M., a recess was taken until 2:30 o'clock P. M.)

AFTER RECESS.

Mr. Stone: I am all through with the cross-examination on Exhibit 7.

I should like to ask, Mr. Chairman, a question of the counsel. Mr. Sheean, is it your purpose to continue introducing these exhibits, one or two sheets at a time, like this?

Mr. Sheean: When they pertain to different subjects, yes.

Mr. Stone: I think you can realize how utterly impossible it is to check these things at this time, and the cross-examination can only be superficial at best.

Mr. Sheean: There is not the slightest objection when the exhibits of Mr. Keefe, which are statistical and covering the different subjects, are completed, there is not the slightest objection to Mr. Stone cross-examining on them as a whole, and as to their inter-relationship at any time. But, in order to introduce on different subjects, to introduce the exhibits separately as they pertain to different subjects, I would prefer to introduce them in that way, but with the understanding that he may not in any manner be limited in the cross-examination to the exhibit at the time it is introduced, but may cross-examine on them as a whole.

Mr. Stone: You can readily understand with a sheet like this handed to you at 11:30 and expected to cross-examine on it in 15 minutes, I haven't any way to check it with my notes at all.

Mr. Sheean: Not the slightest objection. Mr. Keefe will be here at all the hearings and may be recalled at any time for any cross-examination desired.

The Chairman: I was just going to say, after checking the matters up, you will be afforded every opportunity to make such further cross-examination as you may deem proper.

Mr. Sheean: All right.

J. H. KEEFE was recalled for further examination and, having been previously sworn, testified as follows:

Mr. Sheean: Exhibit No. 8.

Mr. Keefe: There are two sheets in No. 8. 9 is a separate subject.

(The document so offered and identified was received in evidence and thereupon marked "Railroads' Exhibit No. 8, January 27, 1915.")

Mr. Sheean: Exhibit No. 8, consisting of two sheets, shows on the first sheet the orders of various railway commissions and municipalities in the territory in which the roads involved operate, which orders have been issued since July 1, 1910.

Sheet No. 2 shows the bills introduced and laws enacted in the State legislatures relating to railway operation during the sessions of 1911, 1912, 1913, and 1914, those that became laws being shown in red figures, and those shown in black being the bills introduced pertaining to these various subjects.

Now, will you briefly explain the subject or manner of classification under heading 1, "Employees," subdivided into (a) Hours of Service. (b) Service Letters and Payment of Wages. (c) Expense. (d) Shelter for.

Will you give briefly just what is covered under the heading "Hours of Service, etc.," a little more fully than this.

Mr. Keefe: First, Mr. Sheean, that these are the orders and laws issued which affect railroad operations only, and are not all the orders or the laws that were introduced or passed. Simply those which affect railroad operation.

The Chairman: Were those in black figures given black eyes by the legislature?

Mr. Sheean: Yes.

Mr. Keefe: That is the total, including those that were enacted.

The Chairman: As I understand, those that are in red ink were enacted into laws and those in black were not.

Mr. Sheean: Yes, but the black includes the total number

of bills introduced. For instance, taking the first one on that sheet: "Employes (a). Size of crews. Number of persons to constitute a crew." In Arizona, one bill was introduced, and that bill apparently became a law. In Arkansas there were six bills on that subject introduced, out of which there grew one law.

The Chairman: I see.

Mr. Sheean: In the Colorado case it would be the black eye, because seven bills were introduced, but none became a law.

Now, turning to Sheet No. 1 a moment, Mr. Keefe, there has been no effort made to show in dollars and cents what the cost has been to the railroad companies of compliance with the laws, on these several subjects, in the different states.

Mr. Keefe: No, sir.

Mr. Sheean: The compilation is solely for the purpose of showing the principal subjects and the different matters pertaining to railroad operation, as to which the municipalities or the railway commissions have taken control?

Mr. Keefe: Yes, sir.

Mr. Sheean: And not left to the discretion of the railway management?

Mr. Keefe: Yes, sir.

The Chairman: Now, in what particular view of the case would you say that these are material, as affecting the wages that should be awarded to the employes?

Mr. Sheean: In this connection, your Honor, that upon the returns that are shown here from railway operation, that before either capital or labor, on the theory of productive efficiency, is entitled to any share, that there are burdens imposed, and which must be responded to, to the public, in like manner as taxes. That following taxes and out of income, the public, through its duly constituted bodies, has imposed a burden and appropriated as first and prior either to distribution of profit upon labor and capital, a substantial part of the net revenue received from operation.

The Chairman: Is it your purpose to show that in pursuance of the enactment of these laws that various sums have had to be expended by the railroads, in order to comply with the requirements of the law?

Mr. Sheean: We have made no attempt to carry that out into dollars and cents, your Honor, for the reason that it

seemed to us that that would enter the field of speculation—the manner of compliance with a particular law, as to what that would cost, extending through certain periods, would perhaps go into the field of speculation and conjecture. Our purpose and object is simply and solely to show as to this first page of the exhibit—sheet 1 of the exhibit, in response to the claim of productive efficiency, that the economies that have resulted in producing revenue, are accompanied by additional public burdens, that appropriate a substantial part of the earnings shown, and that that lien of the public is prior to division as between either labor or capital.

The Chairman: But as to just the exact amount of weight that we are to give to this class of testimony, it would be rather speculative, would it not?

Mr. Sheean: As to this particular sheet 1?

The Chairman: Yes.

Mr. Sheean: Oh, I should say so, your Honor. It would be just as Mr. Lauck has stated. Sheet No. 1 is introduced for the purpose of showing a general tendency of increasing burdens placed by municipalities upon the funds of the railroad companies. As to sheet No. 2, your Honor, we propose to show and do show, I think, that accompanying the alleged productive efficiency, coordinately accompanying the demand for increased wages, the same organizations which base their claim upon the theory of increased productive efficiency are seeking to pass and have introduced and are standing back of laws which make impossible the carrying out of the efficiency and economies that would result from the purchase of heavier power and the elimination of grades.

On Sheet No. 2 there is the other purpose of showing that laws passed in some states, introduced and urged in others, prevent the carrying out of the economies concerning which Mr. Lauck has testified as to the general trend.

The Chairman: Are we to understand that the enactment of these laws are to be attributed to the efforts of the engineers and firemen?

Mr. Sheean: As to some of them, your Honor. That, I think we will come to on Sheet No. 2.

Mr. Park: You do not include any Federal Laws, Mr. Sheean.

Mr. Sheean: We have made no separate exhibit of the Federal Laws, because the amount of cost I thought we would show simply by oral testimony, as to the laws, in addition to these requirements which state commissions and municipalities have enacted on the several subjects, on which there is Federal Legislation.

Mr. Park: For instance, the standardization of equipment means about sixty million dollars to the railroads, and it must be completed within this year. You say you show that separately?

Mr. Sheean: No, there is no separate exhibit. I intended to question Mr. Keefe with reference to the enactment of certain general laws showing a tendency to impose certain burdens in addition to those shown here; but we had not attempted to cover, in dollars and cents, just what it would cost to comply with a particular law, in order to attempt to get in dollars and cents, the number of millions of dollars that would be expended by the railroads in connection with the valuation which is required by Federal Law, but as to the purpose or object of which there is still some uncertainty.

Mr. Park: On the proposition that you can only run half a train, it would be almost impossible, under certain conditions, to estimate the loss.

Mr. Sheean: That was our theory, that the manner of estimating the cost of a law which prohibited a train of more than a certain length, depended upon the possibility of whether there were trains or was traffic to furnish those trains at particular times or seasons.

The Chairman: Is there a law of that character now in existence?

Mr. Sheean: Oh, yes, your Honor. Take Sheet No. 2, Mr. Keefe, of this Exhibit—

Mr. Burgess: Mr. Sheean, before you proceed, may I ask a question, if it is intended by this Exhibit to hold the engineers and firemen responsible for the acts of the municipalities or state legislatures?

Mr. Sheean: No, I specifically stated that as to Sheet 1, the only purpose and object of sheet No. 1 was to show, in response to the suggestion of increased productive efficiency, that there were constantly growing burdens, that the public

placed its hand upon the treasure chest, and before these profits and undivided surplus were to be divided, either as between labor and capital, that the public, that both labor and capital serve, had placed its hand on a substantial part of that, and with no suggestion as to the orders of railway commissions or municipalities on either of these subjects, that the engineers and firemen, or trainmen were in any way responsible. Then the question was asked, if it was our claim, that the law limiting the size and length of trains was to be attributed to them.

Mr. Burgess: That one in particular, was.

Mr. Sheean: Yes, and I said my understanding was that their official organs assumed full responsibility for that.

In that connection, Mr. Keefe, what do you understand to be the facts, and what is your authority for your belief as to the facts, as to the laws pertaining to the length of trains?

Mr. Keefe: The Locomotive Engineers' Journal for the month of January, 1915, on page No. 93, under the report of National Legislation, dated Washington, December 12, 1914, signed by Mr. H. E. Wells, A. G. C. E., and Legislative Representative of the B. of L. E.; P. J. McNamara, Vice-President and Legislative Representative of the B. of L. F. & E.; W. M. Clark, Vice-President and Legislative Representative of O. R. C.; Val Fitzpatrick, Vice-President and Legislative Representative of B. R. T., says, in connection with a report on other legislation, the following, under the head of "Train Length Laws."

"The report recognizes that the subject of train lengths is of growing interest. A half-mile bill is noted. The report says:

"The bill disregards the important questions of grades, tonnage, and car lengths, which should be considered in connection with legislation on the length of the trains. It is known that one railroad has already placed a large order for steel coal cars to be the same length as Pullman cars."

"In this connection, it is known that railroad managers and their legislative representatives depreciate the importance of full crews and proper train lengths to safety; and attempts are made to discredit the representatives of the employees when the organizations seek remedial legislation along these lines. It is, therefore, earnestly requested by the legislative representatives that the members write them giving detailed information of the conditions on the various roads. The representatives would very

much appreciate receiving examples of accidents, or near-accidents, resulting from insufficient train crews, or long trains; damage to property from these causes; the rules of the companies relative to the number of men required for certain train lengths; the grades of the roads, and the rules of the companies regulating the number of cars allowed to be operated over specified grades; the tonnage of trains hauled; copies of hearings before committees of the State legislatures on these subjects; and any other data or suggestions bearing on train lengths and full crews."

Mr. Sheean: What information have you, Mr. Keefe, as to the states in which bills are now pending, or about to be introduced, limiting the length of trains, and as to what if any is the activity of either of these organizations with reference to the limitation of the lengths of trains?

Mr. Keefe: Advice has been received indicating that train limit bills have been or will shortly be introduced in the coming legislatures in Arkansas, California, Illinois, Kansas, Missouri, Montana, South Dakota, Utah, Washington, Colorado, Idaho, Ohio, Minnesota, Nebraska, Nevada, Oklahoma, Oregon, Wyoming and Texas, or nineteen out of the twenty-four states embraced in this movement.

Mr. Sheean: And what is the situation as to whether or not the four train organizations are participating actively through their legislative committees in connection with the presentation of these bills to these legislatures? Is there a joint legislative committee of the four organizations?

Mr. Keefe: It is my understanding that that is so.

Mr. Sheean: In what state or states in this territory—I diverted from one question that was asked by the Chairman as to whether there was or not in the territory any law now, limiting the length or size of trains.

Mr. Keefe: In the State of Arizona—

Mr. Sheean: That is shown where?

Mr. Keefe: That is shown on Sheet No. 2, of this Exhibit No. 8, on the first line. There was a law passed in 1912 known as Chapter No. 43.

Mr. Sheean: Well, the first line as I have it here is "Size of Crews."

Mr. Keefe: Pardon me, I got the—

The Chairman: What was the purport of that law?

Mr. Keefe: I have a copy of it here. The purport of it is limiting the length of freight trains to 70 cars (exclusive of caboose), and of passenger trains to 14 cars.

Mr. Stone: That is Arizona?

Mr. Keefe: Yes.

Mr. Park: Well, for what purpose, Mr. Keefe, do you understand?

Mr. Keefe: I am not familiar with the purpose, excepting of course from what the law itself says "to restrict the length of trains."

Mr. Sheean: Read it, please. It is short.

Mr. Keefe: "Section 1. It shall be unlawful for any person, firm, association, company or corporation operating any railroad in the State of Arizona to run or permit to be run over his, its or their line of railroad, or any portion thereof, any train consisting of more than 70 freight or other cars, exclusive of caboose.

"Section 2. It shall be unlawful for any person, firm, association, company or cooperation operating any railroad in the State of Arizona, to run or permit to be run over his, their, or its line of road, or any portion thereof, any passenger train consisting of more than 14 cars."

The Chairman: Of course, that pertains to intrastate operation?

Mr. Keefe: I would infer so. It being a state law.

The Chairman: They would not have the right to limit interstate.

Mr. Sheean: What do you know as to whether or not there has been introduced or is proposed to be introduced a law in Congress that will cover interstate commerce as well?

Mr. Keefe: This report dwelt on the activities before Congress, and apparently indicated that there have been laws that are pending before Congress seeking to limit the length of trains. That is the only knowledge I have.

Mr. Park: Do I understand that this Federated Legislative Committee is the so-called Federal Legislative Committee stationed in Washington?

Mr. Keefe: Yes, I understand that to be a fact.

Mr. Burgess: Quoting from that authority, Mr. Keefe,

which I understand to be the official organ of the Brotherhood of Locomotive Engineers, is not the purpose set forth there?

Mr. Keefe: The preamble of the letter says:

"A report on national legislation of particular interest to railroad employees in train and engine service has been prepared to be sent to all Lodges and Divisions, State Legislative Boards, and Committee Chairmen of the four organizations. This report covers the activities of the 63rd Congress up to the adjournment of the first regular session, Oct. 24, 1914. It is a joint affair, having been compiled by the four national legislative representatives and submitted to the chief executives of the four organizations for their approval."

Mr. Burgess: But, Mr. Keefe, the paragraph you read prior to the reading of this one, set forth, did it not, that the bill was for the preservation of life and property.

Mr. Keefe: It doesn't say so.

The Chairman: What are the evils sought to be remedied by legislation of this kind? What are the alleged evils, I will put it that way?

Mr. Keefe: There is nothing in the report that indicates the purpose for which they ask legislation.

Mr. Stone: If I might be allowed to explain, Mr. Chairman, that is simply a notice in our official journal calling attention to the annual report of our Legislative representatives at Washington. Each one of the four railroad brotherhoods maintains a national legislative representative. He is also one of the field officers or assistant Grand Chiefs of the Brotherhood of Locomotive Engineers or Vice-Presidents of the other organizations. It was made necessary in order to combat the tendencies of the railroads through their representatives they have maintained at Washington, and their lobby which they have maintained at Washington for a great number of years. That is simply a request to different men for compilation of information on the subject. It says it is a question of growing interest, and they want all the necessary information on the subject. It also calls attention to the fact that one railroad has already placed one order for coal cars to defeat the purpose of the law. The law in that particular state says 65 cars, as I recall it.

The Chairman: Seventy-five.

Mr. Stone: Sixty-five or seventy-five cars, but no limit on

the length of the train, and the company at once gets around that by ordering 70-foot cars instead of 40.

Mr. Sheean: Then the four organizations, Mr. Stone, are back of the proposition to limit the length of trains by legislative enactment?

Mr. Stone: That doesn't say so.

Mr. Sheean: Well, I am asking for information, so that I might know.

Mr. Stone: They are trying to find out first whether or not there is an excess dangerous—if it has increased the danger by these long trains, and they want to get all the information on the subject before they decide whether or not we will support a bill of that kind through the Federal Congress or not.

Mr. Sheean: At Washington. Well, now, what is the situation then in the various state legislatures where these bills have been introduced? Are those bills backed by the four organizations?

Mr. Stone: I think perhaps that is true in a number of states, but you have been in the game long enough to know that bills being introduced and bills becoming effective into law are far different propositions.

Mr. Sheean: But whenever bills limiting the length of trains are introduced by one of the organizations, it is usually by concerted action of the four?

Mr. Stone: Perhaps not the concerted action. For example, if the Brotherhood of Railroad Trainmen would introduce a bill providing for three brakemen on a train, we would not oppose that bill.

Mr. Sheean: No, I understand, but I was talking about the laws directed specifically to the subject of limiting the length of trains.

Mr. Stone: I don't think we have taken any very active part in that, so far as the engineers and firemen are concerned. We probably gave it our support in a quiet way, but we didn't make a very aggressive campaign for it, at least. One thing sure, we wouldn't oppose it if the conductors and trainmen wanted it.

Mr. Sheean: And if they won't, there is no opposition by your organization?

Mr. Stone: Not at all.

Mr. Sheean: Perhaps we could clear that up as to what the situation is in these nineteen states that Mr. Keefe has read from, and in which bills have been introduced and are now pending. Is the B. of L. E., through its representative, advocating the passage of any or all of those nineteen bills in those nineteen states?

Mr. Stone: I will say to you frankly, I do not know, for I have no check on it. I imagine if the other organizations have introduced it, they are supporting it, or at least not opposing it.

Mr. Sheean: But you have no means of knowing. I would like, Mr. Stone, rather than take up time on the record here—

Mr. Stone: Go right ahead with this. I think I shall enjoy this, before you get through with it.

The Chairman: What is the usual length of a freight train, that is carrying full tonnage?

Mr. Stone: It depends on how many cars they have to go, your Honor.

The Chairman: Well, assume that traffic is good and you have an engine weighing 200,000 pounds on drivers, then what is ordinarily the length of that train?

Mr. Sheean: Mr. Burgess can tell us on the Virginian, probably.

Mr. Burgess: I understand the Virginian pulls 80 loaded cars of 100,000 pounds capacity. They have on a test, however, pulled 100 cars. That is the last information I had.

Mr. Stone: I do not think it will be difficult, Mr. Chairman, to find a number of these trains in the Western territory that handle as high as 100 cars, perhaps, from thirty-five to forty-five hundred tons; figuring about 44 feet to the car, you have a train two-thirds of a mile long, and where they have empty cars, they will handle more than that. Nothing unusual to see where there is quite a good deal of empty cars—to see 105, 110 or 115 cars in a train. They are not uncommon trains of that length.

Mr. Park: Mr. Keefe, I am not clear as to a statement made by Mr. Stone, that this road in Arizona, or some road in Arizona, to get around this law, had ordered 70 foot coal cars, as indicated by Mr. Wells' statement in the magazine. Will you refer to that again? I think he stated in his report there

that some of the roads had already ordered 70 foot coal cars, and as I inferred from Mr. Stone's statement, it was some road in Arizona;—to lengthen their train over the 70 cars that is prescribed; that is to get a greater gross tonnage. I know some roads are building larger cars, in the East, to carry heavier tonnage.

The Chairman: What is the average length of a coal car?

Mr. Park: About 45 feet.

Mr. Keefe: That record said that some company was doing it, an impression I got from Mr. Stone's statement was that some line in the East was doing it.

Mr. Stone: Eastern line.

Mr. Sheean: We have shown here only the Western territory that had these laws.

Mr. Park: No, Mr. Stone stated to get around the law in Arizona, a road there was building 70-foot cars. That mixed me up.

Mr. Stone: Pardon me, Mr. Park, if you understood me to say that, I am sure you are mistaken, because it is an eastern state, not the state of Arizona.

Mr. Park: That was my impression.

Mr. Shea: Mr. Keefe, do we understand that is the purpose of this exhibit, that the railroads are now filing a complaint against the enactment of all these laws and rulings?

Mr. Keefe: It is not a complaint against the laws and rulings. It is simply showing that the railroads have other burdens to take care of and bear, besides the request for increased compensation for the men. That they are constantly being confronted with other burdens, that affect their operations, besides the requests of the men, and that due consideration ought to be given by this Board to those burdens, as well as the requests of the men for additional compensation.

Mr. Shea: I know, but take all laws here. Are you filing a complaint against the enactment of any law?

Mr. Keefe: No, sir. We are simply calling to the attention of the Board, the laws that have been enacted, and in order that they may give due consideration to the effect of those laws upon the railways, in reaching a consideration of the proposals now before them.

Mr. Shea: Just simply showing what it costs to run, or rather operate a railroad.

Mr. Keefe: We have made no estimate of cost as to any of these laws. There have been no figures compiled, showing the monetary value placed on these laws.

Mr. Shea: Well, I know, but what is the purpose then of the exhibit?

Mr. Keefe: I thought, Mr. Shea—

Mr. Shea: It does not show any cost. There is some cost in connection with it, is there not?

Mr. Keefe: Yes, sir; these laws and orders of the Commission, in certain instances—I won't say in every individual one, but most instances—cause additional outlays or burdens upon the companies, which they have to meet out of their gross revenues.

The Chairman: As I understood Mr. Sheean, he said they were introduced for the purpose of showing a tendency to increase the financial burdens of these roads.

Mr. Sheean: Precisely, and also as to this specific thing Mr. Shea is talking about now, the view that the railroads think that the Board of Arbitration should be advised of the fact, that when one branch of the organization presents a claim, or demands, based upon increased and constantly increased productive efficiency, that that Board should also be advised that the same organizations are advocating the passage of laws, which will prevent the increased productivity, as testified to, as a basis for increased compensation.

Now, adverting to Utah, Mr. Keefe, there has been handed me here a statement concerning a pending bill in Utah. By whom is that circular issued, and what position, if any, does he occupy? Is he a locomotive engineer, or perhaps Mr. Stone can answer.

Mr. Keefe: I do not know.

Mr. Sheean: What is his name?

Mr. Keefe: Mr. J. G. Bywater, President of the Railway Employes' Protective League of Utah, dated Salt Lake City, December 22nd.

Mr. Stone: Yes, he is a member of our organization. I do not know what that Protective League is, but Mr. J. G. Bywater is a member of our Organization.

The Chairman: What is the paper you are reading from?

Mr. Shecan: That is a pending bill, in Utah. Give us the bill and also the circular that accompanies it.

Mr. Keefe: The letter is dated December 22d, 1914, and reads:

“Dear Sir and Brother:

“As a result of much work, your committee is able to report that the matter to be presented to the next State Legislature is now assuming form. We have devoted a great deal of time, both in person and in committees, with a view of bettering working conditions of our members, and have at all times had in mind the convenience and safety of the public generally. With these ends in view, we will present to the Legislature, and work for the passage of such laws as will serve these purposes. We are herewith enclosing copies of proposed bills, and hope you will give them your careful consideration, and after considering same want you to give these measures your active and earnest support.

“Quite a little expense has been incurred already in connection with this business, for stationery, printing, stamps, etc., and considerably more will be necessarily expended if we properly present our cause. You are therefore urged to aid in the work by promptly remitting \$1.00 to Secretary Fox, your receipt therefore being the enclosed card. If you do not want the card, and do not care to assist us in our efforts to secure a betterment of your working conditions, you will please return card.

“We are also sending you herewith a petition addressed to the members of the Legislature, which you will please circulate among representative citizens of your locality and procure as many signers thereto as possible, and after you have done this, return same to our secretary, Mr. A. C. Fox, Care Room 409 Continental Bank Building, Salt Lake City.

Fraternally Yours,

J. G. BYWATER, President.

A. C. FOX, Secretary.

“Your Committee will appreciate any contribution, in addition to ‘Membership Fees’ which any Brother will feel that he can afford to make. We are undoubtedly going to be handicapped for want of funds with which to properly present our

cause, and hope our more fortunate members will help us out."

Mr. Sheean: Now, what is the bill enclosed?

Mr. Keefe: "AN ACT TO PROMOTE THE SAFETY OF EMPLOYEES, THE PUBLIC AND TRAVELERS UPON ALL FREIGHT AND MIXED FREIGHT AND PASSENGER TRAINS OF RAILROADS BY COMPELLING COMMON CARRIERS BY RAILROAD TO PROPERLY MAN AND EQUIP THEIR TRAINS."

Mr. Sheean: What does it require?

Mr. Keefe: "BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF UTAH:

"Section 1. It shall be unlawful for any common carrier by railroad in the State of Utah to run, or permit to be run, on any main track or branch line of railroad within this State operated by it, any freight or work train, or mixed freight and passenger train, propelled or drawn by steam, that has not at least the following employees thereon: One engineer and one fireman for each locomotive where such train is propelled or drawn by steam, and one conductor and not less than two brakemen for train service, and in no case shall such train consist of more than forty-five cars, exclusive of caboose: *provided further*, that every person, company, corporation or officer of court owning or operating any railroad for freight service, in whole or in part within this State, is required to equip, maintain and use upon each and every locomotive, when such train is propelled or drawn by steam, being operated in road service in this State in the nighttime, a headlight of power and brilliancy of 1,500 candle power with the aid of a reflector: *provided further*, that from and after the first day of January, 1916, it shall be unlawful for any person, company, corporation or officer of court owning or operating any railroad for freight service in whole or in part within this State, to use on its lines any caboose or other car used for like purpose, unless such caboose or other car shall be at least twenty-four feet in length inclusive of the platform and equipped with two four-wheeled trucks, and said caboose shall be of constructive strength equal to that of the thirty-ton capacity freight cars constructed according to Master Car Builders' Standards, and shall be provided with a door in each end thereof, and an outside platform across each end of said car; each platform shall not be less than twenty-four inches in width and shall be equipped

with proper guard rails, and with grab irons and steps for the safety of persons getting on and off said cars. Said steps shall be equipped with a suitable rod, board or other guards at each end, and at the back thereof, properly designed to prevent slipping from said step. Said caboose shall be not less than seven feet in height, with cupola and necessary closets and windows; and *provided further*, that whenever any caboose or other car used for like purpose shall hereafter be brought into any shop for general repairs, it shall be unlawful to again put the same into the service of such a railroad within this State unless it shall be equipped as provided for in this act.

“AN ACT TO PROVIDE FOR THE SAFETY AND PROTECTION OF THE PUBLIC.”

“Be It Enacted By the Legislature of the State of Utah:

“Section 1. That no railroad company or corporation owning or operating any yards or terminals in the cities within this State, where switching, pushing or transferring of cars are made across public crossings within the city limits of the City shall operate their switch crew or crews with less than one engineer, a fireman, a foreman and three helpers.

“Sec. 2. It being the purpose of this Act to require all railroad companies or corporations who operate any yards or terminals within this State, who do switching, pushing or transferring of cars across public crossings within the city limits of the cities to operate said switch crew or crews with not less than one engineer, a fireman, a foreman and three helpers, but nothing in this Act shall be so construed as to prevent any railroad company or corporation from adding to or increasing their switch crew or crews beyond the number set out in this Act.

“Sec. 3. The provisions of this Act shall only apply to cities of the first and second class, and shall not apply to railroad companies or corporations operating railroads less than one hundred miles in length.

“Sec. 4. Any railroad company or corporation violating the provisions of this Act shall be fined for each separate offense, not less than Fifty Dollars and each crew so illegally operated shall constitute a separate offense.

“Sec. 5. This Act shall take effect and be in force after May 15th, 1915.”

“AN ACT TO PROMOTE THE SAFETY OF EMPLOYES, THE PUBLIC AND TRAVELERS UPON ALL PASSENGER TRAINS OF RAILROADS BY COMPELLING COMMON CARRIERS BY RAILROAD TO PROPERLY MAN AND EQUIP THEIR TRAINS.

“Be It Enacted By the Legislature of the State of Utah:

“Section 1. It shall be unlawful for any common carrier by railroad in the State of Utah, to run, or permit to be run, any passenger, mail or express train propelled or drawn by steam, that has not at least the following named employes thereon: One engineer and one fireman for each locomotive when such train is drawn or propelled by steam, and one conductor and at least one brakeman for train service; also, at least one baggageman upon any such train upon which baggage is hauled; *Provided Further*, that any such train where three cars, exclusive of railroad officers’ private cars, or more than three cars, are hauled, exclusive of railroad officers’ private cars, at least one brakeman, and one flagman who shall have had at least one year’s experience in train service, shall be employed, and in no case shall such train consist of more than nine cars inclusive of express, mail and baggage and passenger cars, not exclusive, however, of railroad officers’ private cars; *Provided Further*, that every person, company, corporation or officer of court, owning or operating any railroad or passenger service in whole or in part within this State, is required to equip, maintain and use upon each and every locomotive when such train is propelled or drawn by steam, being operated in road service in that State in the night time, a headlight of power and brilliancy of 1,500 candle power with the aid of a reflector.

“Sec. 2. Any person, company, corporation or officer of court, owning or operating a railroad in whole or in part within this State, violating any of the provisions of this Act, shall be liable on conviction to a penalty of not less than Five Hundred Dollars (\$500) or more than One Thousand Dollars (\$1,000) for each separate offense, which shall be recovered in a civil action in the name of the State.”

Mr. Park: In a letter written there, did I understand that Mr. Atwater proposed to pledge the candidates for the legislature before the election?

Mr. Keefe: I do not understand that. He just asked that

a petition be circularized to the citizens to assist in the passage of this law.

Mr. Sheean: Running across the line on this sheet 2 of Exhibit No. 8, C, under Section 4, of freight trains, make up of (position of engines, length of engines, etc.), Arizona already has such a law, limiting the length of trains?

Mr. Keefe: Yes.

Mr. Sheean: At the time these figures were compiled, there had been, during the last three sessions of the legislature, thirteen such bills introduced in the State of Indiana?

Mr. Keefe: Indiana, three?

Mr. Sheean: It is shown on mine as thirteen. Is that an error on the line under Indiana?

Mr. Keefe: I have one, one black and one red. Three in the State of Illinois.

Mr. Sheean: I have proof that is not corrected, I guess. No, I am reading under freight trains, C.

Mr. Keefe: I was reading under passenger trains, three E. You are looking under four C.

Mr. Sheean: Four C, make up of freight trains, position of engines, length of trains, and so forth.

Mr. Keefe: Yes.

Mr. Sheean: In the Western territory there is only one such bill that has been enacted into law, as shown on the next to the last column on the sheet?

Mr. Keefe: Yes.

Mr. Sheean: In the Eastern territory, as shown here, no such bill has become a law?

Mr. Keefe: In the last three years.

Mr. Sheean: In the last three years?

Mr. Keefe: Yes.

Mr. Sheean: Now, the states are shown across the page, as to where bills have been introduced and what has been enacted into law, and then totalled as to the Western lines and totalled as to the Eastern lines?

Mr. Keefe: Yes.

Mr. Sheean: Have you any information as to the situation since the compilation of these figures, as to what other bills are not under way, either actually introduced or on their way to introduction in the various legislatures in the west?

Mr. Keefe: I have mentioned the laws in connection with the limiting of the length of trains.

Mr. Sheean: Have you any memo there as to what the provisions of those bills are as to what the length of train shall be, or simply under the heading of making some limitation of the length of trains?

Mr. Keefe: I have a memorandum showing the length to which they ask that the trains be restricted.

Mr. Sheean: Utah was 45 cars, as you just read it. What are some of the other proposed bills?

Mr. Keefe: Arizona, freight trains to 50 cars. California, freight train, 45 cars; passenger trains—

Mr. Byram: Excuse me. I believe you said Arizona now has 70.

Mr. Keefe: Arkansas, this is.

Mr. Byram: Arkansas?

Mr. Keefe: Yes, Arkansas, 50.

California, 45 freight cars; 12 passenger cars.

Colorado, 50 freight cars; 9 passenger cars.

Idaho, 50 freight cars.

Illinois, 50 freight cars.

There is one in Iowa, but I have not any information as to the length of the train.

Kansas, 50 freight cars.

Missouri, 50 freight cars.

Montana, 50 freight cars on grades of less than 1 per cent, and 35 freight cars on grades 1 per cent or over.

Mr. Sheean: Nothing about 1.8 per cent, is there, specifically?

Mr. Stone: They got it down to 1 per cent.

Mr. Keefe: No, sir. Nebraska, freight trains, 50 cars.

Nevada, 45 cars for freight trains; passenger trains, 12 cars.

Oklahoma or Oregon, it does not show the length.

South Dakota, 50 freight cars.

Utah, 45 freight cars.

Washington, 45 freight cars.

Wyoming, no mention as to the length.

Mr. Sheean: What was that state of 35 cars of over 1 per cent grade?

Mr. Keefe: Montana.

Mr. Sheean: So that if that became a law in Montana, and if the proposal here of a 10 per cent increase in wages or 10 per cent increase above valley rates was to apply there, the men on that division would be drawing 35 car trains and would be receiving 10 per cent more in wages than those drawing 50 car trains in the valley?

Mr. Keefe: On grades of 1.8 per cent and over, yes, sir.

The Chairman: That contemplates the employment of only one crew?

Mr. Sheean: It does not, under this law, make possible the employment of any two engines or any number of engines, except to haul 35 cars on the grade and 50 cars in the valley.

The Chairman: What is the practical effect of it, what would be the effect of it?

Mr. Sheean: To employ more engineers and firemen.

Mr. Park: And trainmen?

Mr. Sheean: And trainmen.

The Chairman: What I mean to say is this: Say you have a train of 75 or 100 cars in length—

Mr. Sheean: It would make necessary the hauling of a shorter load and the employing of more train crews and more engines to haul the same amount of traffic. For instance, on the Virginian now, hauling 100 cars of coal with one engine and one train crew and one engine crew, the effect of such a law upon that road would be to necessitate two engines, two engine crews, and two train crews to move the same traffic with which they now conduct operations with one train crew and one engine crew.

The Chairman: That road, in going from the coal fields to the coast, is practically level, is it not, or a little down grade?

Mr. Sheean: I understand it is, yes. And I mentioned that because of your asking for an average, your Honor, and I thought that that was the extreme of what Mr. Lauck calls efficient operation, on that particular line. Therefore, the train load is not an average at all, but shows what efficient operation will do, with low grades and high power.

Mr. Park: The impression I got is that it increases the cost of operation enormously, and much beyond the employment of the extra crew, because it increases your density of traffic and makes necessary additional facilities, perhaps double tracks

and larger yards and an expense to the railroad much beyond that which is figured in the employment of additional crews.

Mr. Sheean: It was for that reason that the Committee thought it would not really be proper to set up in dollars and cents the cost from the enactment of such a law as this, for that very reason that, in addition to the mere cost of enhanced wages and extra number of men and the investment in additional power and the idleness of power, there would be, of course, the collateral effects most marked, and probably not uniform in their operation upon particular roads; and to have different roads make any report as to that, in dollars and cents, we thought would not be of any great value or utility to a Board of Arbitration.

The Chairman: What number of cars are usually hauled over these mountain grades?

Mr. Sheean: I do not think we could answer the question of usually; it all depends on whether you are talking about what Mr. Phillips talks of as "going down in the well," on the Denver & Rio Grande, or whether it is a 1.8 per cent grade.

The Chairman: Well, say on a 1.8 per cent grade.

Mr. Sheean: I have no idea as to what the variety or variations would be. That, again, depends, I judge, upon whether the track is a straight track or curved track and many other conditions in addition to that of mere grade.

The Chairman: In a case of that kind, would an extra engine and engineer and fireman be employed, that is, for the one train?

Mr. Park: A helper.

Mr. Sheean: Oh, the helper is employed now regularly, yes, and paid for.

The Chairman: If you cut that train in two, would it then be necessary to have the helper?

Mr. Park: It would be necessary to have another crew.

Mr. Sheean: Over the entire division, and over that particular division, over that particular mountain, the probability is that a helper would have to be employed unless—I do not know about getting it down to 35 cars, if this became a law.

The Chairman: You would not increase the number of employes, would you? The expense incurred there would be the expense of coal and so forth in operating the train?

Mr. Sheean: Oh, yes, a helper, your Honor, is maintained to help all trains up this particular hill. This proposition or this particular law would have crews starting from the terminal and over the entire road. A helper crew may help all the trains which come along in a twelve-hour period over the hill, and which may be loaded to their tonnage rating on other parts of the line, and it would double the number of employes, save and except as this one helper crew might help all of the traffic over that particular grade on the mountain.

Mr. Park: The most serious thing, in my opinion, is that where a road is almost up to its capacity, a tunnel, as has been described, on the Southern Pacific; then to cut the trains in two, creating a greater density of traffic, might immediately necessitate the double tracking of the railroad and enormously increase the expense of operation.

Mr. Burgess: Following Mr. Park's line of thought, where-in he asked the question if the cost would not be enormous if these bills became effective, I would like to ask you if the Board would be justified in assuming, in case the organizations refrained from advocating these laws, that the railroads would withdraw any objection to granting a liberal increase in pay?

Mr. Sheean: Not if you have any evidence that will justify any increase in pay. We do not want and do not suggest any time to buy or purchase the organization, from presenting and urging any law that they think is a fair and proper law; and if in the judgment of the organizations these laws are predicated upon any real protection of the public, or protection of themselves, they should neither be coerced nor purchased by wage to refrain in any manner from advocating laws that they think are right.

The purpose, Mr. Burgess, was not at all to suggest that they ought to withdraw these laws, or their urgency for them, if they think they are right. But we want to get before the Board, that coincident with one branch of the organization urging as one ground for an increase of wages, that they are more productively efficient because of the increased, increasing and prospectively increasing train load, another part of the same organization is endeavoring, by law, to prevent the productive efficiency urged by the expert as one reason for an

increase, and simply to let the Board have the fact before them, that we do not think there is good team work.

Mr. Burgess: Of course, we did not understand that it was the intent of the railroads to purchase or urge or coerce us, but, as I stated before, following the line of thought suggested by Mr. Park, that this did mean a great deal of money to the companies, and I understood this was introduced for the purpose of showing an additional financial burden on the railroads that would result from these laws. Although you did not tabulate it in figures to show the cost, in figures, it left the impression that these laws would cost the companies money.

Mr. Sheean: No, again I say, Mr. Burgess, that sheet 1 shows what has been done by municipalities, that has reached in, in the same manner as taxes, into the corporate funds. Page 2 shows the tendency of legislatures more and more to reach out and obtain part of the funds, and by appropriating them to the public use, prior to a distribution between labor and capital, setting aside a substantial part of the fund; and specifically that in those laws and among those laws, that there are some which, in the judgment of practical railroad men, prevent efficient and economical operation. And that the one branch of the laws, in which this effort, as the railroad men view it, is against progress and efficiency, is to be found in the Full Crew Bill, and in bills limiting the size and length of trains. How much they will cost, as I have attempted to say, the committee did not feel could be reduced to statistical form, in a manner that would be at all persuasive to any one, because each road might be affected in a different manner and as to the collateral cost or expense of complying with such a law, we made no effort to ascertain it.

Mr. Burgess: But it would cost some money, would it not?

Mr. Sheean: Unquestionably. Now, Mr. Keefe, just to make perfectly clear that the railroad companies, by the introduction of this exhibit, are not in any manner seeking to quarrel with or about the enactment of proper laws for the safeguarding of the public or the safeguarding of the employes, I understand your position, or the position of the committee, to be, that we are simply offering this information in a concise and tabu-

lated form for the benefit of the Board, so that they may have a view of the whole picture.

Mr. Keefe: Yes, sir.

Mr. Sheean: Is there anything further in connection with sheets 1 and 2, to which you wish to direct attention?

Mr. Keefe: From the totals, Mr. Sheean, it would indicate that the Western states are more pronounced in their desires to cure the ills or alleged ills of railway operations, because they have introduced very few more bills in the West than they have in the East, while the number actually enacted into laws has been nearly twice as many. In other words, in the Western territory there were 1,155 laws presented, and 208 of them passed, as compared with 976 presented in the East, and 111 of them passed.

Mr. Sheean: In addition to these municipal requirements and the laws of the various states, what are some of the recent Federal laws that have imposed additional financial burdens upon railroads?

Mr. Keefe: One of the laws enacted, in 1911 and 1912, with reference to the steel postal car equipment, specifying certain construction and equipment of postal cars; the law enacted in 1913, providing for the valuation of the property of the carriers, requires very heavy expenditure of the funds of the railroads; the enactment or the amendment of the law of 1911, in connection with boiler inspection; also the ash pan law, and the safety appliance law, have increased the burdens of the railway companies. The Interstate Commerce Commission's bookkeeping requirements, also their regulations as to filing and posting of tariffs, have caused a financial burden upon the roads.

Mr. Sheean: Those are all simply referred to, Mr. Keefe, not in any spirit of criticism as to any of those laws, but simply to advise of the situation, that after the productive efficiency of labor and capital has produced some money, that the public, through the legislatures, reaches out immediately, after taxes, for a part of that money, before there is either right or power to distribute it as between labor and capital. Is that substantially right?

Mr. Keefe: Yes.

Mr. Sheean: And it is not intended in any way as criti-

cising the enactment of any of these Federal laws to which you have just referred as having caused expense to the railroad company?

Mr. Keefe: No, sir, simply calling attention to legislation that has affected railroad operation and caused increased burdens to the railroad.

Mr. Sheean: That is all in connection with that exhibit, Mr. Stone.

CROSS EXAMINATION.

Mr. Stone: If these are burdens on the railroads, why are they not shown in the costs of the railroads?

Mr. Keefe: It is very difficult to approximate the expense that different laws will cause different railroad companies in different territories, and when we decided to show the effect of these laws, it was a very short time before we thought we were going into arbitration, and with the short length of time before us we did not feel that we would have time to go in and prepare a sufficiently reliable estimate to indicate their cost.

Mr. Stone: Well, is it not a fact, Mr. Keefe, that if there is any cost involved in any of these laws mentioned here, that they are already covered in the preceding pages, where you show cost of operation. Everything that a railroad spends money for is already covered, is it not?

Mr. Keefe: It is not covered by the operating cost, Mr. Stone, because where you purchase additional and new equipment, such as the Federal laws concerning the steel postal car equipment is concerned, that is a capital expenditure to a certain extent, and not one that would go into operating costs.

Mr. Stone: Well, digressing for a moment, and taking up the question of steel mail cars, what brought it about?

Mr. Keefe: I don't know, Mr. Stone.

Mr. Stone: Is it not a fact that the public demanded that you give some protection to the mail clerks?

Mr. Keefe: I am not familiar with what caused the enactment of that law.

Mr. Stone: Is it not also a fact that you were killing more mail clerks than you were engineers, on account of having light wooden equipment in between your steel trains, and these modern locomotives?

Mr. Keefe: I don't know of it.

Mr. Stone: Regarding the question of these laws here that has been enacted, and bills that are about to be introduced, about what percentage of the bills introduced ever really become laws?

Mr. Keefe: I don't know, Mr. Stone. I have made no tabulation. I have made no check.

Mr. Stone: Well, the percentage is almost as small as your tie-ups that you show under the law.

Mr. Keefe: We have given in here the laws that have been enacted in the last three years only, affecting railroad operations.

Mr. Park: What is the total of that, Mr. Keefe?

Mr. Keefe: It is shown on sheet No. 2. In the Western territory there were 208 laws that became effective, that are in operation, out of a total of 1,155 that were introduced.

Mr. Stone: How many?

Mr. Keefe: 1,155.

Mr. Stone: How many effective?

Mr. Keefe: 208.

Mr. Stone: All bearing on these questions.

Mr. Keefe: Yes. 20 per cent of them being enacted.

Mr. Stone: And that covers everything, from drinking cups to sanitary conditions around your stations and yards?

Mr. Keefe: It covers everything that is shown on sheet No. 2, Mr. Stone.

Mr. Stone: Well, did you ever know anybody to worry much about drinking cups for the engineers and firemen?

Mr. Keefe: No, sir.

Mr. Stone: Those I see drinking along the road I see drinking out of a tank cock, when they get anything to drink.

Mr. Keefe: I never heard of any complaint along our road of our engineers and firemen not having anything to drink out of.

Mr. Stone: Do you furnish them?

Mr. Keefe: I don't know. I know they have not complained about it. I can tell you that.

Mr. Stone: So you take it for granted they are satisfied?

Mr. Keefe: Apparently they are satisfied.

Mr. Stone: Well, let us see what these bills mean.

Taking on your second sheet, employes, the first one, A,

says the crew. Is there any legislation shown in this total of 183 that provides for more than two men on an engine?

Mr. Keefe: I don't know, Mr. Stone.

Mr. Stone: You are the man who compiled this, aren't you?

Mr. Keefe: I have not digested every one of these laws to remember.

Mr. Stone: Well, do you remember of a single law that would call for more than two men on an engine?

Mr. Keefe: No, I never heard of one.

Mr. Park: Does this extra man ride on the engine, or does he ride in the caboose?

Mr. Keefe: He is generally a member of the train crew.

Mr. Stone: He had better get back in the middle of the train, hadn't he, if they want to get a signal to each other?

B. In regard to hours of service; 116 laws, is that correct, the total?

Mr. Keefe: For the entire country, yes.

Mr. Stone: What effect would they have on the Federal law on interstate traffic?

Mr. Keefe: I don't understand they would have any as far as interstate traffic is concerned. The Federal law, as I understand, governs interstate traffic.

Mr. Stone: Is it not almost impossible to get a train in intrastate traffic, but what there is some interstate traffic in the train?

Mr. Keefe: It depends on the territory. In our territory in Texas, we have quite a lot of trains that have no interstate traffic in them, but that is because we have such a large state.

Mr. Stone: That is because your population is spread out over so much territory. Take up C. Service letters in time of payment. 172 laws in regard to that. Would that cost money?

Mr. Keefe: To some extent, yes.

Mr. Stone: Is it not a fact that most of this legislation in regard to service letters has been brought about to try and off-set your legitimate blacklist that you carry on most of your railroads in the Western territory?

Mr. Keefe: I know of no legitimate blacklist.

Mr. Stone: Well, it is the same thing under another name. You call it "reference."

Mr. Keefe: I don't agree with you.

Mr. Stone: You make a man sign a release for any legal claim for damages from it, anyway. Well, take up the second item of equipment. Thirty-seven laws in regard to how a caboos shall be constructed. Just in what way does that affect engineers and firemen?

Mr. Keefe: It affects the total railway operations.

Mr. Stone: And was brought about as a matter of safety, was it not, for employees?

Mr. Keefe: I cannot say what brought it about, Mr. Stone.

Mr. Stone: Well, is it not a fact that a number of these light cabooses would not stand the modern locomotive pushing on them on these helper engines?

Mr. Keefe: I have no knowledge of my own to that effect.

Mr. Stone: Do you not hear it discussed frequently at these different railroad meetings?

Mr. Keefe: No, sir.

Mr. Stone: In what way does boiler inspection increase cost?

Mr. Keefe: It requires additional and more frequent washing out of the boiler, more frequent inspection of the boiler than was formerly the practice, and the requirements with respect to certification and affidavits in connection with the laws require additional expense on the railroads.

Mr. Stone: But the fact remains that all boiler inspection laws simply make you keep your boilers in a safe condition to operate, do they not?

Mr. Keefe: That is presumed to be the purpose of the law.

Mr. Stone: Instead of allowing an engine to run with six or eight broken stove bolts, they make you repair them?

Mr. Park: This is not a federal law, as I understand it. It is a state law, is it not?

Mr. Keefe: No, this is a state law.

Mr. Park: That is probably different from the federal law.

Mr. Keefe: I have made no comparison between them. Mr. Park, as between the state law and the federal law.

Mr. Park: It might make a duplication of reports.

Mr. Stone: Precisely.

Mr. Park: I notice in the first one—I intended to call your attention to it—the full crew bill in Missouri. Is that the one

you mentioned there as having passed. That was repudiated, was it not, by the people?

Mr. Stone: Is that the one that the governor vetoed at the request of the railroads?

Mr. Park: No, the people voted it down by 240,000 majority.

Mr. Stone: Then they got a referendum in trying to get it restored. Well, taking up the question of passenger train, of requiring a certain number to be run. Thirty-four laws in regard to that. Are the engineers and firemen responsible for that law? Was it not the public demand that made them run those trains?

Mr. Keefe: I cannot say as to what was the motive behind each one of the laws that were enacted. I know that they do directly affect the engineers and firemen as an organization, where an additional passenger train can be run.

Mr. Stone: I expect that is true. But are they charged with the enactment of the law?

Mr. Keefe: There was no charge made that the organization of engineers and firemen enacted all of these laws. It is simply a compilation showing the laws that have been enacted, and the burdens that are now placed upon the railroads in this dull period which they have to make provision out of their revenues to protect.

Mr. Stone: Well, conceding that the engineers and firemen might be, in a remote manner, interested in paragraph A, take up B, in regard to stopping at county seats. Engineers and firemen would not be interested in that, would they?

Mr. Keefe: No. The railroads would be, though.

Mr. Stone: There are 52 laws to that effect, and you can go clear on down through the matter. The question of clearances. Of course, we are vitally interested in that, because we are paying for men every month. The question of requirements for stations and the sanitary conditions provided here, are required by the public or the community through which they run, are they not, to a large extent?

Mr. Keefe: They are bills introduced and passed by the different legislatures. As I said before, I do not know what was the motive behind the legislators in passing each one of these bills.

Mr. Stone: Take up the question of these burdens on the railroads. You speak of these burdens to the railroads, in addition to the "burden" of the engineers and firemen in wages. Is that the way the wages of the engineers and firemen are looked upon, as a burden to the railroads?

Mr. Keefe: No, sir. I said these burdens should also be taken into consideration with the demands of the engineers and firemen for additional compensation.

Mr. Stone: Speaking of that vicious legislation in the State of Utah, is it not a fact that that was brought about by a runaway they had on Soldiers' Summit?

Mr. Keefe: I don't know what brought it about, Mr. Stone.

Mr. Stone: Is it not possible that the public may have seen the need of many of these laws being enacted in the interest of humanity and to safeguard the public, and all that, as well as the railroad employes being interested in it?

Mr. Keefe: I have several times stated, Mr. Stone, I do not know what was behind the legislators when they enacted these laws.

Mr. Stone: If I understand your point, Mr. Keefe, you introduced this exhibit to show that, assuming there have been revenue gains or profits from productive efficiency, the expense imposed by the public must be made by the railroads before the gain in profits or revenues can be distributed either to capital or labor. These must all be taken care of first. Is that correct?

Mr. Keefe: I say the purpose of introducing these exhibits was so that the Board of Arbitration may have a thorough knowledge of the fact that railroads are required to meet other burdens or meet other obligations other than the increased payments requested by the engineers and firemen.

Mr. Stone: Then, if I understand you correctly, you take the position that legislation affecting train length, would decrease revenue gains per train mile, or tend to lessen it, wouldn't it? That is your contention?

Mr. Keefe: It would cause a more expensive operation, and would be directly contrary to the basis of your request for payment based upon 100 per cent efficiency of the engines. In

other words, directly the opposite to the basis of your compensation, engineers and firemen.

Mr. Stone: This would decrease net revenue or revenue gains from year to year, would it not?

Mr. Keefe: Any increase in operating expenses necessarily decreases the remainder that is left for what is known as operating income, and so forth.

Mr. Stone: I think that is all, Mr. Keefe.

Mr. Burgess: Mr. Keefe, in compiling this information, did you have before you a copy of the laws in the different states as tabulated here?

Mr. Keefe: The committee that compiled this had a copy of all the laws before them when they made the tabulation.

Mr. Burgess: Would it be possible for the Board to get a copy of those laws?

Mr. Keefe: Yes, sir.

Mr. Burgess: Personally I am particularly interested in this law of burning weeds at a given time in the year. I would like to read that law, if I could get it, and find out where that has anything to do with the wages of the engineers and firemen.

Mr. Keefe: In what state?

Mr. Burgess: I don't know. I haven't looked at it.

Mr. Keefe: The state of Iowa, or Kansas or Minnesota?

Mr. Burgess: There are so many figures on here, I cannot find out where they are.

Mr. Keefe: Just run your pencil right across, and you will find one in the state of Iowa, and one in the state of Kansas, and one in the state of Minnesota.

Mr. Burgess: It became a law in Iowa, didn't it?

Mr. Keefe: Yes.

Mr. Burgess: And it became a law in Kansas?

Mr. Keefe: Yes.

Mr. Burgess: And it became a law in Mississippi?

Mr. Keefe: Yes, that is in the East.

Mr. Burgess: And it became a law in New York, didn't it?

Mr. Keefe: Yes, four of them. Do you wish me to give you a copy of the laws?

Mr. Burgess: Yes.

Mr. Keefe: I will do so.

Mr. Parks: Have you made any analysis of the reason for

passing such a law, Mr. Keefe? Is it to prevent the spread of noxious weeds?

Mr. Keefe: I have not seen the law itself, the wording of it, Mr. Park.

Mr. Park: It requires the railroads to dispose of weeds on the right of way in a different way than they are in the habit of doing. Are you familiar with the operation of running the trains, the law that requires trains to be run from state lines, if the regular trains are over thirty minutes late?

Mr. Keefe: Yes, sir, in the state of Texas we have such a requirement of the Railroad Commissioner of Texas.

Mr. Park: Is it expensive to comply with that law?

Mr. Keefe: Yes, sir.

Mr. Park: You may run a full passenger train with one or two passengers in it to take those who have arrived at the connection thirty minutes late.

Mr. Keefe: Regardless of the number of passengers on the train, or to be moved, you are required to operate what we call a stub train whenever a train is thirty minutes or more late. That does not apply to all trains, but there are certain passenger trains that the Commissioners in our state require to be operated, as they consider, on time, and when for any purpose they are more than thirty minutes late, we have to run stubs.

Mr. Park: Are the roads heavily fined if they fail to operate those trains?

Mr. Keefe: I don't know of any road that has been fined for failure to do so. There have been a number suits instituted against railroads for failure to comply with those orders. Just whether they have been fined, I am not certain.

Mr. Byram: Mr. Keefe, when you run one of those so-called stub trains, do you also run the regular train after it?

Mr. Keefe: Generally, yes, sir.

Mr. Byram: So you run two trains where one would ordinarily cover the territory?

Mr. Keefe: Yes, sir.

Mr. Park: And if there was only one passenger on the through connection, you would be required to run the train, just the same. It does not specify as to the number of passengers, or the amount of mail or express, or anything of that kind?

Mr. Keefe: Well, I would not want to say as to the number

of passengers, Mr. Park, that would require you to operate the delayed train. That is a question of expediency and policy at the time of each case. Of course, sometimes they run the full length of the run to get their equipment there, and sometimes they are stopped short of their legitimate terminal.

Mr. Park: As to the speed of stock trains, does that require additional expense to comply with that law? That is, if accidents occur or delays that are unavoidable, is it necessary to reduce the tonnage to comply with the law?

Mr. Keefe: The State of Oklahoma is the only one that I am personally familiar with which has a law regarding the speed of stock trains, and my personal observation has not led me to the conclusion that there are additional trains run, by reason of that law.

Mr. Park: I see here a law regulating the safety of dead freight trains. What does that mean?

Mr. Keefe: It is the number of miles, daily, that freight, other than live stock, must be moved.

Mr. Park: That is, coal and wood and brick must be moved at certain speeds per day?

Mr. Keefe: Certain classes of traffic, which are known as other than live stock or perishable freight, must be moved at a given rate of speed.

Mr. Park: That would tend to increase the expense, would it not? If you had more than a train, they could not set out three or four cars and leave them there until the next day?

Mr. Keefe: All regulations of that character make it more expensive to operate properties than they were formerly, before their enactment.

Mr. Stone: I should like to ask one more question on that, Mr. Keefe, if I may. That speed of dead freight spoken of there, the law, as I recall it, requires that dead freight must be moved a certain number of miles in each calendar day. Is not that the law?

Mr. Keefe: Yes, as I recall it, Mr. Stone.

Mr. Stone: I had forgotten the number of miles, but I know it is not a great many.

Mr. Keefe: I don't recall it either.

Mr. Stone: It is an order of the Railroad Commission, is it not?

Mr. Keefe: No, it is an order of the legislature in the state in which it was passed here, Missouri.

Mr. Park: The impression I got is it tended to prevent congestion; that all wheat, and lumber, and logs and everything must be moved, every day, and if that is true, and the law is lived up to, it would require a great many more engines and greater facilities, during a part of the year, than it would during slack business, to comply with such a law.

Mr. Stone: The practical working of the law, Mr. Keefe, is that it makes them move cars a certain number of miles, set them out, pick up another train and keep on—

Mr. Keefe: I know of no such practice as that, Mr. Stone.

Mr. Stone: You do know in times of congestion, where freight will stand on one side track for two or three weeks at a time, without being moved at all, do you not?

Mr. Keefe: In times of congestion, most anything occurs, Mr. Stone.

Mr. Park: Well, you have on the Santa Fe now, embargoes at Galveston, on account of the inability of ships to take cotton and grain. That has been loaded and banked up. It is something that the railroad cannot avoid, but still must stand the expense of holding.

Mr. Keefe: I understand that there has been some congestion of that character.

Mr. Stone: What is the average number of cars for a freight train, in Utah, do you know?

Mr. Keefe: I do not.

Mr. Stone: Do you not know whether twenty cars make a train, on certain divisions on the D. & R. G., or fifty cars?

Mr. Keefe: I do not.

Mr. Stone: So you do not know whether the 35 car train is a hardship in that state or not?

Mr. Keefe: I know the 35 car train law will not apply on the D. & R. G.

Mr. Sheean: Montana.

Mr. Stone: What was the Utah?

Mr. Keefe: 50 cars. There is more than one railroad in Utah, as I understand it.

Mr. Stone: Yes, but there are only two or three; that is all.

Mr. Sheean: Exhibit No. 9.

(The document, so offered and identified, was received in evidence and thereupon marked "Railroads' Exhibit No. 9, January 27, 1915.")

Mr. Sheean: Exhibit No. 9, Mr. Keefe, consists of two sheets.

Mr. Keefe: Yes, sir.

Mr. Sheean: The one showing in detail and the other simply as a graphic chart of the same information.

Mr. Keefe: For the year 1913, it shows graphically the density for that year—sheet No. 2 does.

Mr. Sheean: And sheet No. 1 shows a comparison between 1910 and 1913, in the density of both freight and passenger traffic?

Mr. Keefe: Yes.

Mr. Sheean: Now, the first column, Mr. Keefe, shows the total number of ton miles carried on each of the railroads?

Mr. Keefe: Yes, sir.

Mr. Sheean: For the year 1910.

Mr. Keefe: Yes, sir.

Mr. Sheean: In the first column, that does not take into consideration at all the question of miles of road operated?

Mr. Keefe: No, sir.

Mr. Sheean: That is, a ton mile made by carrying—or a hundred ton miles made by carrying one ton 100 miles, is treated as just the equivalent of carrying 100 tons one mile?

Mr. Keefe: Yes.

Mr. Sheean: Column No. 2 does what, Mr. Keefe?

Mr. Keefe: Column 2 reduced the total tons handled, to a per mile of line basis. In other words, it indicates the freight density of the railroad, expressed in ton miles per mile of line.

Mr. Sheean: That is, by way of illustration taking the first column—the first two columns, if, on one road or on the two roads there were the same number of total ton miles, but one road had that year one-tenth of the mileage of the other road, column 2 would show what, per mile of line, was the density of traffic on it?

Mr. Keefe: Yes, sir.

Mr. Sheean: The same thing is done as to density of traffic in columns 3 and 4?

Mr. Keefe: Yes.

Mr. Sheean: And in 1913, columns 5, 6, 7 and 8, carry out, railroad by railroad, the showing as to density of freight traffic and the density of passenger traffic?

Mr. Keefe: Yes.

Mr. Sheean: Now, summarizing all of these lines, treating them as one system for the purpose of this comparison, in the year 1910 what was the freight density per mile of line?

Mr. Keefe: 735,828 tons.

Mr. Sheean: And in 1913?

Mr. Keefe: In 1913, 820,851.

Mr. Sheean: The passenger traffic in 1910, as compared with 1913?

Mr. Keefe: The density of passenger traffic, passenger miles per mile of line was 116,463, as compared with 111,214, for the year 1913.

Mr. Sheean: Then, taking the railroads, line by line, just what the change in the two periods was, is shown on this sheet No. 1?

Mr. Keefe: Yes.

Mr. Sheean: Now, as to a standard density of traffic upon the roads severally in the Western territory, what is the situation as shown on the second sheet of this exhibit?

Mr. Keefe: The second sheet of the exhibit graphically shows the lack of uniformity of the density of freight traffic and also of passenger traffic, of the lines that are embraced in this movement. It shows the wide range of traffic density, both freight and passenger.

Mr. Sheean: And that density of traffic, freight and passenger, is arrived at by taking what was actually hauled on the roads severally, in the year, and also taking the actual mileage operated and showing, graphically, what, per mile of line on the separate roads, was the freight density, and what was the passenger density in those years, or in that year?

Mr. Keefe: In that year, in the year 1913.

Mr. Sheean: There has been no effort, Mr. Keefe, to bring down this table to the fiscal year 1914?

Mr. Keefe: No; 1914 statistics were not available at the time we completed our exhibit, and until after we already had this chart compiled.

Mr. Sheean: But, of course, as shown by preceding ex-

hibits, the dropping off, at least in the freight traffic between 1914 and 1913, was very marked?

Mr. Keefe: In the revenues, yes.

Mr. Sheean: In the revenues. That was all I wished to ask concerning Exhibit 9.

Mr. Stone: No questions.

Mr. Sheean: Exhibit No. 10.

(The document so offered and identified, was received in evidence and thereupon marked "Railroads' Exhibit No. 10, January 27, 1915.")

Mr. Sheean: You have Exhibit 10 before you, Mr. Keefe?

Mr. Keefe: Yes.

Mr. Sheean: Tell us, please, what information is shown there and just how it was assembled.

Mr. Keefe: It is a comparative statement, showing the speed of trains operated in all classes of service, for the month of October, 1910, and also October, 1913, divided as between the several classes of service.

Mr. Sheean: You have not here now the extra copies of the form that was sent out by which this was assembled?

Mr. Keefe: I will have it here in a few minutes.

Mr. Sheean: Well, we will make a part of Exhibit 10, the blank form, so as to show just the manner in which the information was compiled and the instructions that accompanied it. The purpose of this information, Mr. Keefe, was what?

Mr. Keefe: To show comparatively the speed that trains in the several classes of service, were operated, in the month of October, 1913, and comparing that with the same month in the year 1910.

Mr. Sheean: You assemble the information so as to make the comparison between the number of trains and the total miles, the average time per train?

Mr. Keefe: Yes, it was on two bases. One was on the basis of the number of trains operated, and the other on the basis of total actual miles. We separate and show the number of trains that accomplished their runs at a speed greater than ten miles an hour, as shown in column No. 1, for the month of October, 1910.

Column No. 2, shows the actual mileage made by those trains, in that same month.

Column No. 3, is the number of trains in the month of October, 1910, that accomplished their run at a speed of ten miles per hour or less.

Column No. 4, is the actual mileage made by those trains.

Column No. 5, shows the number of trains that accomplished their run, at a speed greater than ten miles per hour, in October, 1913.

Column No. 6, is the mileage made by those trains.

Column No. 7, is the number of trains that accomplished their run, at a speed of seven miles per hour or less.

Column No. 8, is the actual mileage of those trains.

Column No. 9, shows on the basis of the number of trains operated, the number of trains in October, 1910, that accomplished their run at a speed greater than ten miles per hour.

Column No. 10, shows the above information for October, 1913.

Column No. 11, shows on the basis of train miles, the percentage of trains that accomplished their runs at a speed greater than ten miles per hour.

Column No. 12, similar information for October, 1913.

Mr. Sheean: Mr. Keefe, it has been suggested, at least in these proceedings, that because of the increased train loading and increased efficiency as between 1910 and 1913, that the men were kept longer on the road in 1913, in making their miles, than they were in 1910. What is the situation in that respect? In through freight service, in 1910, what were the number of trains operated in through freight and the mileage which was made by them in through freight, in the month of October, 1910?

Mr. Keefe: For all the railroads, parties to the movement?

Mr. Sheean: Yes.

Mr. Keefe: The number of trains that accomplished their run at a speed greater than ten miles an hour, in October, 1910, were 11,865.

Mr. Sheean: And made a total mileage of what?

Mr. Keefe: 12,963,338.

Mr. Sheean: And now on that division and speed greater than ten miles an hour, that meant that upon all these ten hour roads that 111,865 trains were paid on the mileage, rather than on the hourly basis?

Mr. Keefe: Yes.

Mr. Sheean: In 1913, how many trains made the speed of over ten miles per hour, in through freight?

Mr. Keefe: 113,362.

Mr. Sheean: And making a total mileage of how much?

Mr. Keefe: 13,156,682.

Mr. Sheean: Now, carrying that out on the basis—one on the basis of the number of trains operated, what was the speed performance in through freight, in October, 1910, as compared with October, 1913?

Mr. Keefe: In October, 1910? 75.46 per cent of the trains operated, accomplished their runs at a speed greater than ten miles per hour. In other words, they were on a mileage basis.

Mr. Sheean: And in 1913, in through freight?

Mr. Keefe: That percentage was 75.95 per cent.

Mr. Sheean: Now, in local or way freight service—Oh, yes; on the basis of train mileage, what was the situation in 1910, as compared with 1913?

Mr. Keefe: On the basis of train miles, 77.24 per cent of the trains in October, 1910, were on a mileage basis, or speed greater than ten miles an hour, while in October, 1913, the percentage of the total trains was 78.30.

Mr. Sheean: Mr. Keefe, does that mean substantially that in through freight, the men who are engaged in that service, on 78 per cent of the miles run, received their pay on a mileage basis?

Mr. Keefe: Yes.

Mr. Sheean: Which, therefore, was greater than the guaranteed hourly basis which is given where they work more than ten hours in making 100 miles?

Mr. Keefe: Yes.

Mr. Sheean: In local or way freight, what was the situation in October, 1910, as compared with October, 1913, both in number of trains and the speed at which they operated?

Mr. Keefe: In October, 1910, there were 24,106 local trains that were on a mileage basis.

Mr. Sheean: And, as against that, how many were paid by the hour in local service in 1910?

Mr. Keefe: 52,604.

Mr. Sheean: Those which were paid on the mileage basis made how many miles?

Mr. Keefe: 1,818,110 miles.

Mr. Sheean: And those which were paid on the hourly basis made how many hours in local or way freight service?

Mr. Keefe: 4,206,124.

Mr. Sheean: As against that, what was the situation in 1913?

Mr. Keefe: In October, 1913, there were 24,953 trains, making a mileage of 1,921,557 miles, that were on a speed basis; while there were 56,537 trains making a mileage of 4,445,579 miles that were on an hour basis.

Mr. Sheean: Reduced to percentages, in October, 1913, on the basis of the number of trains operated, how many were operated on a speed basis in October, 1910, as against October, 1913?

Mr. Keefe: In October, 1910, 31.42 per cent were on a speed basis, while in October, 1913, there were 30.62 per cent.

Mr. Sheean: On the basis of train mileage did that remain the same in the two periods?

Mr. Keefe: It remained the same in the two periods.

Mr. Sheean: Without giving the details of the total number of trains and the total mileage, which is shown for each class of service, is it not, Mr. Keefe?

Mr. Keefe: Yes.

Mr. Sheean: What was the situation in mixed trains, as between October, 1910, and October, 1913?

Mr. Keefe: On the basis of the number of trains operated, 75.44 per cent of the mixed trains were on a speed basis, while in October, 1913, 80.41 were on a speed basis.

Mr. Sheean: And on the basis of train mileage?

Mr. Keefe: On the basis of train mileage, in October, 1910, 74.78 per cent of the trains run were on a speed basis, while in October, 1913, the percentage was 77.56.

Mr. Sheean: In passenger service, Mr. Keefe, in that month, in the two years, there were some trains in passenger service that did not even make ten miles an hour. How many trains were there in that situation in October, 1910?

Mr. Keefe: In October, 1910, there were 162 trains making a mileage of 11,271 miles that were on a speed basis of less than ten miles an hour; while in October, 1913, there were 165 passenger trains making 10,453 miles.

Mr. Sheean: And reduced to the basis of number of trains operated, how many were paid on a speed basis?

Mr. Keefe: 99.92 per cent in both years were operated on a speed basis.

Mr. Sheean: And on the basis of train mileage, the relationship remained the same in the two years.

Mr. Keefe: Yes, 99.95 per cent of the total passenger trains run were on a speed basis.

Mr. Sheean: In miscellaneous freight service, in which you include turn-arounds and other irregular freight service, what was the situation as to total actual miles in the two periods?

Mr. Keefe: In October, 1910, there were 1,601,234 miles that were on a speed basis, while there were 1,534,066 miles that were on an hour basis.

Mr. Sheean: Coming down to percentages, what change was there in the two months, three years apart?

Mr. Keefe: In October, 1910, 50.31 per cent of all miscellaneous freight service operated was on a speed basis; while in October, 1913, the percentage was 52.79.

On a basis of train miles, in October, 1910, 51.07 per cent of the trains were on a speed basis; while in October, 1913, 55.13 per cent were on a speed basis.

Mr. Sheean: Now, then, you have shown the pusher, helper, work, wreck, belt line, and so on, showing miles, but not showing the number of trains. Why was that, as to the omission of the number of trains in pusher, helper, and so forth, service?

Mr. Keefe: It would be very difficult and very confusing to compute the number of trains or the number of trips.

Mr. Sheean: But you do carry out the total mileage?

Mr. Keefe: Yes, I show the total actual miles.

Mr. Sheean: You have told us about through freight, but treating the service as a whole, what is the situation in 1913 as compared with October, 1910, as to whether the movement of traffic has been retarded, or whether it has been speeded up in those two periods?

Mr. Keefe: It shows that the speed of the trains has been slightly greater in October, 1913, than it was in October, 1910.

Mr. Sheean: So that, whether you take it in through

freight service or in any class of service, with the single exception of local or way freight, it would appear from this table that in the month of October, 1913, the traffic was gotten over the road, and therefore the engineers and firemen made their miles in a shorter space of time than they did in October, 1910.

Mr. Keefe: Yes.

Mr. Sheean: And in local or way freight service, if treated on the basis of the train mileage, the percentage of the trains that got over the road at a greater speed than ten miles an hour, remained just the same in the two months of October?

Mr. Keefe: That is for local or way freight service?

Mr. Sheean: That is for local or way freight service.

Mr. Keefe: Yes.

Mr. Sheean: While as to all service other than the local or way freight, the showing is that the men were not on the road as long in making their miles, as they were in October, 1910?

Mr. Keefe: Yes, sir.

Mr. Sheean: Now, sheet No. 2 of this exhibit, Mr. Keefe, shows for each railroad the same information that is summarized on this sheet 1?

Mr. Keefe: Yes, but—

Mr. Sheean: And in addition thereto, what?

Mr. Keefe: In addition thereto it shows the average miles made per train in through freight service and the average time per train in hours that each train was on the road, in October, 1910, compared with October, 1913, and by individual railroads.

Mr. Sheean: On sheet No. 2 it takes simply through freight service, does it, Mr. Keefe?

Mr. Keefe: Yes.

Mr. Sheean: Have you now those extra blank forms?

Mr. Keefe: A sufficient supply has not come over. They will be here in a minute.

Mr. Sheean: I will file the form itself as part of this exhibit, Mr. Stone; I thought they had come in.

In just what way was this information gotten at, as to through freight, Mr. Keefe?

Mr. Keefe: In through freight service, the instructions provide that such trains as were in freight service that operated over the entire district between terminals, should be considered as through freight service.

Mr. Sheean: And the actual number of trains and the actual number of miles on each of the roads reported; and where was the average then made?

Mr. Keefe: The actual number of trains and the actual train miles were taken from the train sheets of the railroads; and the column, average miles per train, is the number of trains divided into actual miles.

Mr. Sheean: Column 4, total time in hours, is what?

Mr. Keefe: The column No. 4, total time in hours, is the time intervening between departure of each train from initial terminal and the time of arrival at destination, commonly known as the running time between terminals.

Mr. Sheean: Then column five is arrived at by dividing the total running time by what?

Mr. Keefe: The total running time by the number of trains run.

Mr. Sheean: Which gives the average time per train?

Mr. Keefe: Yes.

Mr. Sheean: Then columns 6, 7, 8, 9 and 10 show the same information as to trains that accomplish their speed at ten miles an hour or less?

Mr. Keefe: Yes.

Mr. Sheean: And carried across the rest of the page—

Mr. Keefe: That is for October, 1910.

Mr. Sheean: That is for October, 1910. The balance of sheet No. 2 shows the same detail information as to operations in the month of October, 1913?

Mr. Keefe: Yes.

Mr. Sheean: From the roads shown separately, what was the average time per train, in hours, for all roads, in the month of October, 1910?

Mr. Keefe: The average hours were 9.41 hours for making an average distance of 1,132 miles.

Mr. Sheean: That is, you have not arrived at an average for the roads, and then averaged the averages of the roads, but have taken the total time, the hours for all roads and the total actual miles for all roads?

Mr. Keefe: Yes.

Mr. Sheean: There is shown, for each of the roads separately, the average time per train, in hours?

Mr. Keefe: Yes.

Mr. Sheean: Not averaging those averages, but by taking the total number of trains on all roads, and the total time in hours on all roads, you arrived at the average if these had been in fact one system.

Mr. Keefe: In arriving at the average time in hours per train, yes.

Mr. Sheean: The average time in hours per train in the month of October, 1910, was 9.41, I believe he said.

Mr. Keefe: Yes, 9.41 hours for an average of 1,132 miles per train.

Mr. Sheean: And in the month of October, 1913, what was the average time in hours per train?

Mr. Keefe: 9.31 hours for a distance of 112.6 miles.

Mr. Sheean: On the roads separately, the distance varies considerably as between different roads, which shows the different lengths of runs on different railroads in this territory?

Mr. Keefe: Yes.

Mr. Sheean: That is shown in columns 3 and 8, as to the average distances in the month of October, 1910, and in columns 13 and 18 for the year 1913.

Mr. Keefe: Yes.

Mr. Sheean: Then the time varies on different roads, as well as the variance in the distance of the runs on different roads?

Mr. Keefe: Yes.

Mr. Sheean: And as to any road, the comparison can be made between these two months of operation from this sheet?

Mr. Keefe: Yes.

Mr. Sheean: Was there anything other in connection with this sheet 2, showing the average time and miles per train for all through freight trains except that which has been developed here?

Mr. Keefe: No, sir, excepting to show that there has been a difference of about 2,000 additional number of trains run in October, 1913, over 1910.

Mr. Sheean: That is shown in which column, Mr. Keefe?

Mr. Keefe: That is shown by the addition of the total of columns 1 and 6, and comparing that with the totals of columns 11 and 16.

Mr. Sheean: And the greater number of trains were handled in October, 1913?

Mr. Keefe: Yes.

Mr. Sheean: In this average length of hours, as shown here, and the average distance, as shown?

Mr. Keefe: Yes.

Mr. Sheean: The change as to number of trains on any one of the roads, between these two years, is shown across the page?

Mr. Keefe: Yes.

Mr. Sheean: Sheet No. 3 of this exhibit—

Mr. Byram: Before leaving that statement, did you hear the testimony of the various witnesses?

Mr. Keefe: Yes, sir.

Mr. Byram: To the effect that the heavy loading of trains and the large engines and various unfavorable operating conditions prevailing at the present time had contributed to long trips on the road, longer than they were formerly?

Mr. Keefe: I heard some testimony of that character, yes, sir.

Mr. Byram: Do these statistics bear out that testimony or contradict it?

Mr. Keefe: Well, that testimony, as I recall it—

Mr. Byram: I mean, now, as to the railroads generally?

Mr. Keefe: As to the railroads generally, it is not, it shows the contrary.

Mr. Byram: It shows, then, apparently there were individual cases where some individuals had suffered long hours on the road, rather than, as a general situation?

Mr. Keefe: No doubt there are particular territories and particular divisions where they are longer on the road now than they were in 1910; but considered as a whole, the performance is somewhat better in October, 1913, than it was in 1910.

Mr. Byram: Then, according to this, generally in this territory, crews in through freight service are making their trips largely in miles, that is, at a higher rate of speed than ten miles an hour, and the percentage or proportion of crews in through freight service, which make their trips at a higher rate of speed than ten miles an hour, is a little greater in October, 1913, than it was in October, 1910?

Mr. Keefe: Yes, sir.

Mr. Byram: According to these statistics?

Mr. Keefe: Yes, sir.

Mr. Byram: In this territory as a whole?

Mr. Keefe: Yes, sir.

Mr. Sheean: And Mr. Keefe, if they are handling heavier traffic and are operating larger engines which take a higher rate of pay than the smaller engines, they are receiving a larger sum of money for running over the territory in a slightly decreased number of hours than they were in 1910.

Mr. Keefe: Yes, sir.

Mr. Sheean: So, if there has been an increase in the tonnage from the installation of the larger power, this shows that, viewing the territory as a whole, and the operations as a whole, the number of hours of the men have not been lengthened out?

Mr. Keefe: Yes, sir.

Mr. Sheean: In making their trips over the road?

Mr. Keefe: Yes, sir.

Mr. Sheean: And if, because of the heavier engines, the engine is taking a higher rate, they are receiving larger sums of money for the same number of hours on the road than they were in 1910.

Mr. Keefe: Yes, sir; if they are receiving the higher rate, as I understand your questions.

Mr. Sheean: Yes, if the tonnage has increased so that larger power has been installed which takes a higher rate.

Mr. Keefe: Yes.

Mr. Park: I wanted to ask you, Mr. Keefe, if the through trains consist of all classes; that is, it does not include, as I understand it, the local trains?

Mr. Keefe: It does not include local or way freight trains.

Mr. Park: But the so-called drag trains and stock trains, and fruit trains, and everything that runs——

Mr. Keefe: It includes every class of freight train that was run in freight service over the district other than local or way freight service.

Mr. Sheean: Sheet No. 3 of this exhibit makes comparison between the months of October, 1910, and October, 1913, on what points?

Mr. Keefe: For the local or way freight service. It shows the number of trains and the actual miles in October, 1910, of trains that accomplish their run at a speed greater than ten miles per hour, or that were on what is known as speed basis. And also the number of trains, and the actual miles of such trains that were on ten miles per hour or less basis, or on the hourly basis, and the same information for October, 1913, by individual railroads.

Mr. Sheean: Let me see, then; columns 3 and 4 and columns 7 and 8 on this exhibit would represent the number of trains and the number of miles that time and a half would have to be paid for, if this proposition was in effect; that is, time and a half would have to be paid in local way freight service.

Mr. Keefe: On ten hour roads?

Mr. Sheean: Yes, on ten hour roads.

Mr. Keefe: Yes.

Mr. Sheean: That is, this sheet of this exhibit shows, in local service, the trains in which they are not being paid on an hourly basis?

Mr. Keefe: Yes.

Mr. Sheean: Now, what change has there been—I think you gave us, Mr. Keefe, the general statement as to the change that there was in local or way freight, when you were giving us the summary on page 1?

Mr. Keefe: Yes.

Mr. Keefe: Yes.

Mr. Sheean: This page 3 simply shows the detailed information, railroad by railroad, that is summarized and shown in the summary in sheet 1 under the head of "Local or Way Freight Service?"

Mr. Keefe: Yes, sir.

Mr. Sheean: Was there anything on this sheet to which you wished to direct especial attention, except the facts that were brought out in connection with the summarized portion of the exhibit?

Mr. Keefe: No.

Mr. Sheean: Sheet No. 4 gives like detail as to mixed train service?

Mr. Keefe: Yes, sir.

Mr. Sheean: Just what were your instructions as to mixed train service?

Mr. Keefe: "Where mixed trains are also way freights they should be shown as local or way freights," otherwise they were shown as mixed trains or trains known as mixed trains; they were other than way freights.

Mr. Sheean: That is, a mixed train which did way freight work was classified and included under the part of this exhibit which is shown on page 3?

Mr. Keefe: Yes, sir.

Mr. Sheean: But if it did not do way freight service but was otherwise a mixed train, it was separated and shown on this sheet?

Mr. Keefe: Yes, sir.

Mr. Sheean: Anything, Mr. Keefe, about that sheet of the exhibit to which you wish to direct attention which has not been covered by the general statement that was made as to the summary shown on sheet 1?

Mr. Keefe: No, sir.

Mr. Byram: Is this the local freight exhibit, this sheet you are talking about, sheet 3?

Mr. Sheean: Sheet 3 was local, Mr. Byram, we have got ahead of you onto sheet 4.

Mr. Byram: I would like to ask a question about sheet 3, if it is not too late. I notice here that in October, 1910, on sheet 3, 24,106 trains in local or way freight service accomplished their run at a speed greater than ten miles per hour. Is that right?

Mr. Keefe: Yes.

Mr. Byram: And 52,604 trains in October, 1910, accomplished their run at a speed of ten miles per hour or less?

Mr. Keefe: Yes.

Mr. Byram: Now, do I understand correctly that nearly one-half of the local trains in October, 1910, made their runs at a greater rate of speed than ten miles per hour?

Mr. Keefe: No, one-third. This is October, 1910.

Mr. Byram: Yes.

Mr. Keefe: And there are half as many trains that accomplished their runs on a speed basis that were on an hourly basis, but of the total local trains run there was about one-third of them that were on a speed basis.

Mr. Sheean: Twenty-four thousand trains out of 76,000 trains. The 52,000 are the ones who were on the hourly basis, Mr. Byram. Fifty-two thousand on an hourly basis, and 24,000 on a speed basis. Adding the two together makes 76,000 trains of which only 24,000 made it at a greater speed than ten miles per hour.

Mr. Byram: That figures practically what?

Mr. Keefe: Thirty-one and forty-two one-hundredths.

Mr. Sheean: Shown on the summary on the sheet.

Mr. Byram: Thirty-one per cent of local trains, then, were not paid on an hourly basis?

Mr. Keefe: Were not in October, 1910.

Mr. Byram: How was it in October, 1913?

Mr. Keefe: 30.62.

Mr. Byram: Almost the same number of trains run?

Mr. Keefe: Yes.

Mr. Byram: About 4,000 miles?

Mr. Keefe: Out of a total of 4,000—

Mr. Byram: There were 56 and 24. Is that the total amount given?

Mr. Sheean: Yes. On sheet 1, Mr. Byram, the second line is carried across, "Local or Way Freight," and in columns 9 to 12 you get the compilation.

Mr. Keefe: Yes, I was trying to total the number of local trains.

Mr. Sheean: Now, you have these totals here carried in the summary on sheet 1. On sheet 1, the first line shows that in October, 1910, 24,106 trains were on a speed basis; 52,604 were paid on an hourly basis.

Mr. Byram: That makes a total of 76,000 trains.

Mr. Sheean: Yes, and the 24,000 on the speed basis made a total miles of 1,818,110, while the 52,604 trains paid on the hourly basis made 4,206,124 miles.

Now, in 1913, you see there were 24,953 trains as against 24,106 three years previously, which were on a speed basis.

The number on an hourly basis had increased to 56,537 against 52,604.

Mr. Byram: Yes.

Mr. Sheean: And the mileage made in the later years was 4,445 as against 4,206 in 1910.

Mr. Byram: There were about 4,000 more local trains run in October, 1913, than in October, 1910.

Mr. Keefe: 4,780.

Mr. Sheean: Then, carried out to the percentage basis, on the basis of train mileage, the performance is identical in the two years, 30.18. If you reduce it to the percentage of trains operated, merely counting trains as trains, the percentage in 1913 had dropped to 30.62 from 31.42. But on the comparison of the actual mileage in the two years in local service it remained just the same.

Mr. Byram: The situation is that about 30 per cent of the local trains run were paid on a mileage basis; that is, they ran faster than ten miles per hour?

Mr. Sheean: Yes, and the other 70 per cent in both years were paid on an hourly basis.

Mr. Byram: Yes, I understand it now.

Mr. Sheean: Now, the detail which we have just given by simply running across that page—all the detail of the particular roads is shown on sheet No. 3. You can find where the Burlington went up or went down, on sheet 3.

Sheet No. 4, you explained, Mr. Keefe, took up the mixed train service.

Mr. Keefe: Yes.

Mr. Sheean: Sheet No. 5 shows a comparison of passenger service in the same manner in the two months?

Mr. Keefe: Yes, sir.

Mr. Sheean: And sheet No. 6 the miscellaneous freight service, the caption showing just what is included under the heading, "Miscellaneous Freight Service?"

Mr. Keefe: Yes, but I would like to draw attention to that sheet No. 5, the increase in the number of passenger trains run. There were practically 16,000 additional passenger trains run in the month of October, 1913, as compared with 1910.

Mr. Sheean: But I think you said the percentage of the trains in passenger service—

Mr. Keefe: Oh, yes, the percentage.

Mr. Sheean: Had improved, out in the decimal points somewhere.

Mr. Keefe: Just exactly the same for the same period.

There was a total of over 15,000 additional passenger trains run in October, 1913, as compared with October, 1910.

Mr. Park: What does their average time on the road show, Mr. Keefe?

Mr. Keefe: I haven't made any computation of that, Mr. Park.

Mr. Park: You could not determine that by these figures?

Mr. Keefe: No, because the hours are not shown on this sheet, although we did on the freight service.

Mr. Byram: How many more miles did they run, these additional trains, in October, 1913, compared with October, 1910?

Mr. Keefe: In round figures, 1,500,000 additional train miles.

Mr. Byram: About 15,000 more trains?

Mr. Keefe: Yes.

Mr. Burgess: Mr. Keefe, may I ask a question? You received this information the same as all your other exhibits, that is, from the reports from the various railroads to you?

Mr. Keefe: Yes, sir. We prepared a form and sent it out to the railroads, asked them to compile it uniformly and alike for each railroad and for each period of time, so as to have it precisely on the same uniform basis for each year. That is, for October of each year, and for each railroad.

Mr. Burgess: So that in regard to this comparison you only know as to its accuracy in accordance with the reports that were furnished you?

Mr. Keefe: Yes. The tabulation and the throwing of it together in one exhibit, I am responsible for, and the railroads were requested to furnish accurate and correct information, and if necessary substantiate it.

Mr. Byram: Mr. Keefe, as far as the month of October, 1913, is concerned, the train sheets which have been ordered produced by the Board, will be available for checking these?

Mr. Keefe: Yes.

Mr. Sheean: Have you the blanks, Mr. Keefe?

Mr. Keefe: Yes.

Mr. Sheean: I think as a part of this exhibit—

Mr. Keefe: Number 11.

Mr. Sheean: Do you want to number it 11?

Mr. Keefe: Yes.

Mr. Sheean: As Railroads' Exhibit No. 11, I would like to make the form or blank that went out, and the instructions accompanying the blank. I will get that in at this time, Mr. Stone, so if there is anything in connection with that you want to look over.

(The document, so offered and identified, was received in evidence and thereupon marked "Railroads' exhibit No. 11, January 27, 1915.")

Mr. Sheean: Sheet No. 6, I think you say, shows the details as to miscellaneous freight service, as well as showing just what you included under the head of "Miscellaneous Freight Service?"

Mr. Keefe: Yes.

Mr. Sheean: Now, sheet No. 7, as to "Pusher, Helper, Work, Wreck, Belt Line, Transfer, and other unclassified service." On both sheet 6 and sheet 7 the totals are shown which you carry into your summary on sheet No. 1, in those two classes of service?

Mr. Keefe: Yes.

Mr. Sheean: And instead of extending on these sheets, 6 and 7, the percentage comparison, that comparison is made on sheet No. 1 of the totals shown on sheets 6 and 7?

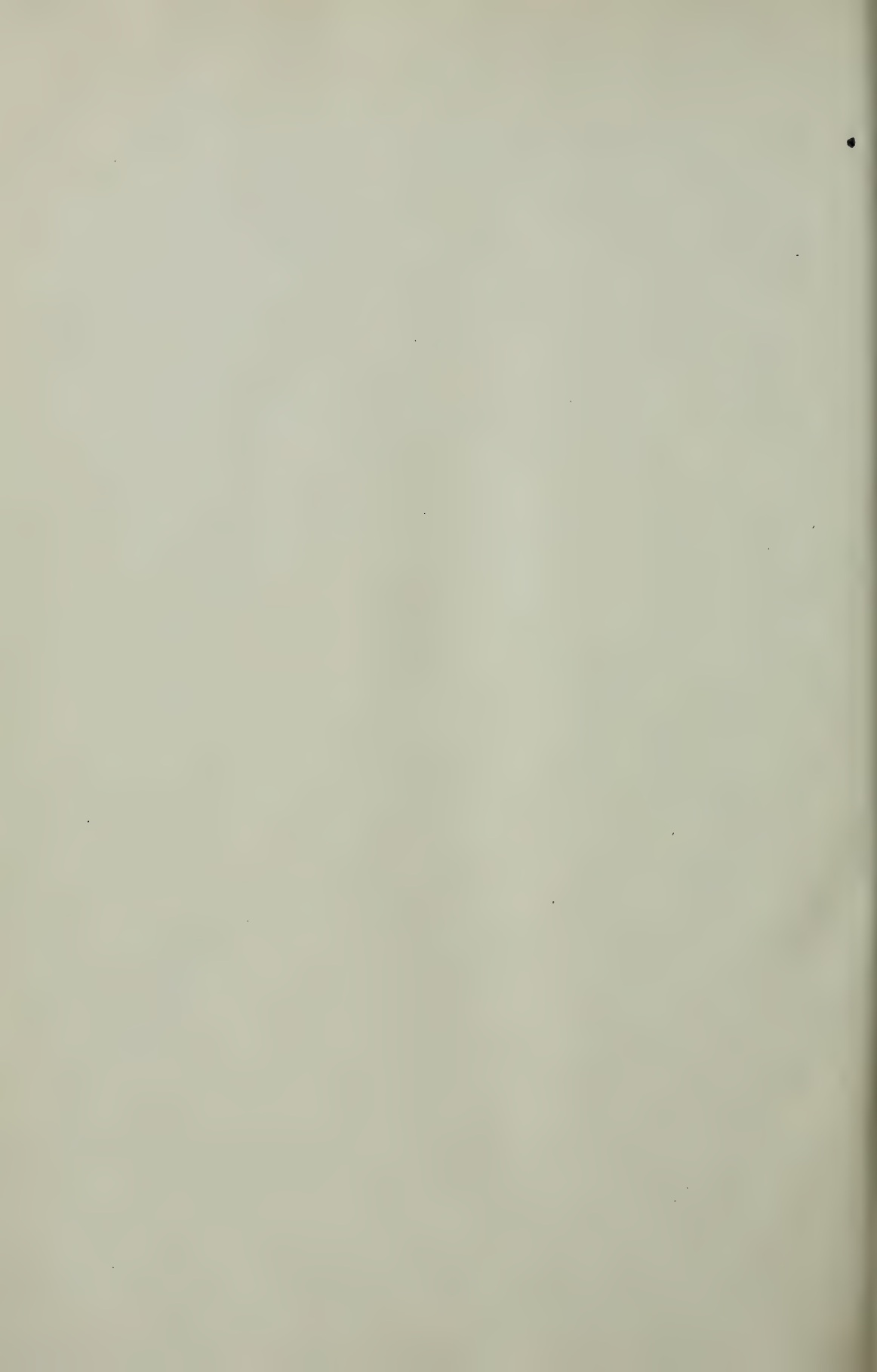
Mr. Keefe: Yes.

Mr. Sheean: Was there anything particularly with reference to sheets 6 and 7 to which you wished to direct attention?

Mr. Keefe: No, sir.

The Chairman: We will suspend.

(Whereupon, at 5 o'clock p. m., on the 27th day of January, 1915, an adjournment was taken until 10 o'clock a. m., Thursday, January 28, 1915.)





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